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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:)	Chapter 11
)	
CHARTER COMMUNICATIONS, INC., <u>et al.</u> ,)	Case No. 09-_____
)	
Debtors.)	Joint Administration Requested
_____)	

**SUPPLEMENT TO DEBTORS' JOINT PLAN OF REORGANIZATION
PURSUANT TO CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

Dated: March 27, 2009



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List of Filing Entities

The Debtors in these cases include: Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment I, LLC; Falcon First Cable of New York, Inc.; Charter Communications, Inc.; Charter Communications Holding Company, LLC; CCHC, LLC; Charter Communications Holdings, LLC; CCH I Holdings, LLC; CCH I, LLC; CCH II, LLC; CCO Holdings, LLC; Charter Communications Operating, LLC; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCH I Capital Corp.; CCH I Holdings Capital Corp.; CCH II Capital Corp.; CCO Fiberlink, LLC; CCO Holdings Capital Corp.; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment, LLC; Charter Communications Entertainment I, DST; Charter Communications Entertainment II, LLC; Charter Communications Holdings Capital Corporation; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Gateway, LLC; Charter Helicon, LLC; Charter Investment, Inc.; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Enstar Communications Corporation; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

**AMENDED AND RESTATED BYLAWS
OF
CHARTER COMMUNICATIONS, INC.**
(As adopted and in effect on [•], 2009)

ARTICLE I

OFFICES

SECTION 1.1 Delaware Office. The office of Charter Communications, Inc. (the "Corporation") within the State of Delaware shall be in the City of Wilmington, County of New Castle.

SECTION 1.2 Other Offices. The Corporation may also have an office or offices and keep the books and records of the Corporation, except as otherwise may be required by law, in such other place or places, either within or without the State of Delaware, as the Board of Directors of the Corporation (the "Board") may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 2.1 Place of Meetings. All meetings of holders of shares of capital stock of the Corporation shall be held at the office of the Corporation in the State of Delaware or at such other place, within or without the State of Delaware, as may from time to time be fixed by the Board or specified or fixed in the respective notices or waivers of notice thereof.

SECTION 2.2 Annual Meetings. An annual meeting of stockholders of the Corporation for the election of directors and for the transaction of such other business as may properly come before the meeting (an "Annual Meeting") shall, if required by law, be held at such place, on such date, and at such time as the Board shall each year fix.

SECTION 2.3 Special Meetings. Except as required by law and subject to the rights of holders of any series of Preferred Stock (as defined below), special meetings of stockholders may be called at any time only by the Chairman of the Board, the Chief Executive Officer or by the Board pursuant to a resolution approved by a majority of the then authorized number of directors. Any such call must specify the matter or matters to be acted upon at such meeting and only such matter or matters shall be acted upon thereat.

SECTION 2.4 Notice of Meetings. Except as otherwise required by law, notice of each meeting of stockholders, whether an Annual Meeting or a special meeting, shall state the purpose or purposes of the meeting, the place, date and hour of the meeting and, unless it is an Annual Meeting, shall indicate that the notice is being issued by or at the direction of the

person or persons calling the meeting and shall be given not less than ten (10) or more than sixty (60) days before the date of said meeting, to each stockholder entitled to vote at such meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to each stockholder at such stockholder's address as it appears on the stock records of the Corporation. Notice of an adjourned meeting need not be given if the date, time and place to which the meeting is to be adjourned was announced at the meeting at which the adjournment was taken, unless (i) the adjournment is for more than thirty (30) days, or (ii) the Board shall fix a new record date for such adjourned meeting after the adjournment.

SECTION 2.5 Quorum. At each meeting of stockholders of the Corporation, the holders of shares having a majority of the voting power of the capital stock of the Corporation issued and outstanding and entitled to vote thereat shall be present or represented by proxy to constitute a quorum for the transaction of business, except as otherwise provided by law. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

SECTION 2.6 Adjournments. Any meeting of the stockholders may be adjourned from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place, if any, thereof and the means of remote communications, if any, by which holders of shares having a majority of the voting power of the capital stock of the Corporation may be deemed to be present or represented by proxy and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. A meeting of the stockholders may be adjourned only by the Chairman of the Board or holders of shares having a majority of the voting power of the capital stock of the Corporation present or represented by proxy at such meeting. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting in accordance with the requirements of Section 2.4 hereof shall be given to each stockholder of record entitled to notice of and to vote at the meeting.

SECTION 2.7 Notice of Stockholder Business and Director Nomination.

(a) Annual Meetings of Stockholders. (1) Nominations of persons for election to the Board and the proposal of business to be considered by the stockholders may be made at an Annual Meeting only (A) pursuant to the Corporation's notice of meeting (or any supplement thereto), (B) by or at the direction of the Board or (C) by any stockholder of the Corporation who was a stockholder of record of the Corporation at the time the notice provided for in this Section 2.7 is delivered to the Secretary of the Corporation, who is entitled to vote at the meeting for such director and who complies with the notice and delivery procedures set forth in this Section 2.7.

(2) For nominations or other business to be properly brought before an Annual Meeting by a stockholder pursuant to clause (C) of paragraph (a)(1) of this Section 2.7,

(A) the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation, (B) any such proposed business other than nominations of persons for election to the Board must constitute a proper matter for stockholder action, (C) if the stockholder, or beneficial owner on whose behalf any such proposal or nomination is made, has provided the Corporation with a Solicitation Notice, as that term is defined in subclause III of this paragraph (a)(2) of Section 2.7, such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to the holders of at least the percentage of the Corporation's voting shares required under applicable law to carry such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares reasonably believed by such stockholder or beneficial owner to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder and (D) if no Solicitation Notice relating thereto has been timely provided pursuant to this section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of a Solicitation Notice under this section. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the forty-fifth (45th) day nor earlier than the close of business on the seventieth (70th) day prior to the first anniversary (the "Mailing Anniversary") of the date on which the Corporation first mailed proxy materials for the preceding year's Annual Meeting (provided, however, that in the event that the date of the Annual Meeting is more than thirty (30) days before or more than thirty (30) days after the anniversary date of the preceding year's Annual Meeting, notice by the stockholder must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such Annual Meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such Annual Meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation). In no event shall the public announcement of an adjournment or postponement of an Annual Meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth: (I) as to each person whom the stockholder proposes to nominate for election as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Rule 14a-11 thereunder (and such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); (II) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (III) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, if any, (ii) the class and number of shares of capital stock of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner, (iii) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in

person or by proxy at the meeting to propose such business or nomination and (iv) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee (an affirmative statement of such intent, a "Solicitation Notice"). The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation.

(3) Notwithstanding anything in the second sentence of paragraph (a)(2) of this Section 2.7 to the contrary, in the event that the number of directors to be elected to the Board at an Annual Meeting is increased and there is no public announcement by the Corporation naming the nominees for the additional directorships at least fifty-five (55) days prior to the Mailing Anniversary, a stockholder's notice required by this Section 2.7 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth day following the day on which such public announcement is first made by the Corporation.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board or (2) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time the notice provided for in this Section 2.7 is delivered to the Secretary of the Corporation, who is entitled to vote at the meeting upon such election of such director and who complies with the notice and delivery procedures set forth in this Section 2.7. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder entitled to vote in such election of such directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by paragraph (a)(2) of this Section 2.7 shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which the public announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) General. (1) Only such persons who are nominated in accordance with the procedures set forth in this Section 2.7 shall be eligible to be elected at an Annual Meeting or

special meeting of stockholders of the Corporation to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.7. Except as otherwise provided by law, the chairman of the meeting shall have the power and duty (A) to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 2.7 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by clause (a)(2)(III)(iv) of this Section 2.7) and (B) if any proposed nomination or business was not made or proposed in compliance with this Section 2.7, to declare that such nomination shall be disregarded or that such proposed business shall not be transacted.

(2) For purposes of this Section 2.7, "public announcement" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act.

(3) Notwithstanding the foregoing provisions of this Section 2.7, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 2.7. Nothing in this Section 2.7 shall be deemed to affect any rights (A) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (B) of the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation of the Corporation (the "Certificate of Incorporation").

SECTION 2.8 Proxies and Voting. At each meeting of stockholders, all matters (except in cases where a larger vote is required by law or by the Certificate of Incorporation or these Bylaws) shall be decided by a majority of the votes cast at such meeting by the holders of shares of capital stock present or represented by proxy and entitled to vote thereon, a quorum being present. At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this Section 2.8 may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

SECTION 2.9 Inspectors. In advance of any meeting of stockholders, the Board may, and shall if required by law, appoint an inspector or inspectors. If, for any election of directors or the voting upon any other matter, any inspector appointed by the Board shall be unwilling or unable to serve, the chairman of the meeting shall appoint the necessary inspector or

inspectors. The inspectors so appointed, before entering upon the discharge of their duties, shall be sworn faithfully to execute the duties of inspectors with strict impartiality, and according to the best of their ability, and the oath so taken shall be subscribed by them. Such inspectors shall determine the number of shares of capital stock of the Corporation outstanding and the voting power of each of the shares represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. The inspectors shall make a report in writing of any challenge, question or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of election of directors. Inspectors need not be stockholders.

SECTION 2.10 Consent of Stockholders in Lieu of Meeting. Any action required to be taken at any Annual Meeting or special meeting of stockholders of the Corporation, or any action which may be taken at any Annual Meeting or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested.

Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered to the Corporation in the manner prescribed in the first paragraph of this Section, a written consent or consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner prescribed in the first paragraph of this Section.

ARTICLE III

DIRECTORS

SECTION 3.1 Powers. The business of the Corporation shall be managed by or under the direction of the Board. The Board may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

SECTION 3.2 Number; Terms and Vacancies. The number of directors, which shall constitute the whole Board, shall be fixed at eleven (11) persons. The holders of Class B Common Stock voting together as a separate class shall be entitled to elect thirty-five

percent (35%) of the members of the Board (rounded up to the nearest whole number) (the "Class B Directors"), with the remaining directors to be elected by majority vote of the holders of Class A Common Stock voting together as a separate class (or if any holders of shares of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of shares of Preferred Stock); provided, however, that at such time as all outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock in accordance with Clause (b)(viii) of Article FOURTH of the Certificate of Incorporation, the holders of Class A Common Stock (or if any holders of shares of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of shares of Preferred Stock) shall be entitled to elect by majority vote all members of the Board (other than any member of the Board elected separately by the holders of one or more series of Preferred Stock). Any vacancies on the Board resulting from death, resignation, disqualification, removal or other cause shall be filled in the manner provided in the Certificate of Incorporation.

SECTION 3.3 Place of Meetings. Meetings of the Board shall be held at the Corporation's office in the State of Delaware or at such other places, within or without such State, as the Board may from time to time determine or as shall be specified or fixed in the notice or waiver of notice of any such meeting.

SECTION 3.4 Regular Meetings. Regular meetings of the Board shall be held in accordance with a yearly meeting schedule as determined by the Board; or such meetings may be held on such other days and at such other times as the Board may from time to time determine. Regular meetings of the Board shall be held not less frequently than quarterly.

SECTION 3.5 Special Meetings. Special meetings of the Board may be called by a majority of the directors then in office (rounded up to the nearest whole number) or by the Chairman of the Board and shall be held at such place, on such date, and at such time as they or he shall fix.

SECTION 3.6 Notice of Meetings. Notice of each special meeting of the Board stating the time, place and purposes thereof, shall be (i) mailed to each director not less than five (5) days prior to the meeting, addressed to such director at his or her residence or usual place of business, or (ii) shall be sent to him by facsimile or other means of electronic transmission, or shall be given personally or by telephone, on not less than twenty four (24) hours notice.

SECTION 3.7 Quorum and Manner of Acting. The presence of at least a majority of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board. If a quorum shall not be present at any meeting of the Board, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Except where a different vote is required or permitted by law, the Certificate of Incorporation or these Bylaws, the act of a majority of the directors present at any meeting at which a quorum shall be present shall be the act of the Board. Any action required or permitted to be taken by the Board may be taken without a meeting if all the directors consent in writing or by electronic transmission to the adoption of a resolution authorizing the action. The

resolution and the written consents or copies of electronic consents thereto by the directors shall be filed with the minutes of the proceedings of the Board. Any one or more directors may participate in any meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall be deemed to constitute presence in person at a meeting of the Board.

SECTION 3.8 Resignation. Any director may resign at any time by giving written notice to the Corporation; provided, however, that written notice to the Board, the Chairman of the Board, the Chief Executive Officer of the Corporation or the Secretary of the Corporation shall be deemed to constitute notice to the Corporation. Such resignation shall take effect upon receipt of such notice or at any later time specified therein and, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.9 Removal of Directors. Directors may be removed as provided by law and in the Corporation's Certificate of Incorporation.

SECTION 3.10 Compensation of Directors. The Board may provide for the payment to any of the directors, other than officers or employees of the Corporation, of a specified amount for services as director or member of a committee of the Board, or of a specified amount for attendance at each regular or special Board meeting or committee meeting, or of both, and all directors shall be reimbursed for expenses of attendance at any such meeting; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

COMMITTEES OF THE BOARD

SECTION 4.1 Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided herein or in the resolution of the Board designating such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the Certificate of Incorporation or Delaware law to be submitted to stockholders for approval or (ii) adopting, amending or repealing any Bylaws of the Corporation.

SECTION 4.2 Audit Committee. Subject to Section 4.1, the Board may designate an Audit Committee of the Board, which shall consist of such number of members as the Board shall determine. The Audit Committee shall: (i) make recommendations to the Board as to the independent accountants to be appointed by the Board; (ii) review with the independent accountants the scope of their examinations; (iii) receive the reports of the independent accountants and meet with representatives of such accountants for the purpose of reviewing and considering questions relating to their examination and such reports; (iv) review, either directly or through the independent accountants, the internal accounting and auditing procedures of the Corporation; (v) review related party transactions; and (vi) perform such other functions as may be assigned to it from time to time by the Board. The Audit Committee may determine its manner of acting, and fix the time and place of its meetings, unless the Board shall otherwise provide.

SECTION 4.3 Compensation Committee. Subject to Section 4.1, the Board may designate members of the Board to constitute a Compensation Committee which shall consist of such number of directors as the Board may determine. The Compensation Committee may determine its manner of acting and fix the time and place of its meetings, unless the Board shall otherwise provide.

SECTION 4.4 Action by Consent; Participation by Telephone or Similar Equipment. Unless the Board shall otherwise provide, any action required or permitted to be taken by any committee may be taken without a meeting if all the members of the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the committee shall be filed with the minutes of the proceedings of the committee. Unless the Board shall otherwise provide, any one or more members of any such committee may participate in any meeting of the committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting of the committee.

SECTION 4.5 Resignations; Removals. Any member of any committee may resign at any time by giving notice to the Corporation; provided, however, that notice to the Board, the Chairman of the Board, the Chief Executive Officer of the Corporation, the chairman of such committee or the Secretary of the Corporation shall be deemed to constitute notice to the Corporation. Such resignation shall take effect upon receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective. Subject to Section 4.6, any member of any such committee may be removed at any time, either with or without cause, by the affirmative vote of a majority of the authorized number of directors at any meeting of the Board called for that purpose.

SECTION 4.6 Proportionate Representation. Notwithstanding anything in this Article IV to the contrary, the Class B Directors shall at all times have proportionate representation on each committee of the Board, except for any committee (i) required by applicable stock exchange rules to be comprised solely of independent directors or (ii) formed solely for the purpose of reviewing, recommending and/or authorizing any transaction in which holders of Class B

Common Stock or their affiliates (other than the Corporation or its subsidiaries) are interested parties.

ARTICLE V

OFFICERS

SECTION 5.1 Number, Titles and Qualification. The Corporation shall have such officers as may be necessary or desirable for the business of the Corporation. The officers of the Corporation may include a Chairman of the Board, a Chief Executive Officer, a President, one or more Vice Presidents, a Chief Financial Officer, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers. The Chairman of the Board, Chief Executive Officer, President, Executive Vice Presidents, Senior Vice Presidents, and Chief Financial Officer shall be elected by the Board, which shall consider that subject at its first meeting after every Annual Meeting of stockholders. The Corporation shall have such other officers as may from time to time be appointed by the Board or the Chief Executive Officer. Each officer shall hold office until his or her successor is elected or appointed, as the case may be, and qualified or until his or her earlier resignation or removal. Any number of offices may be held by the same person.

SECTION 5.2 Chairman of the Board. The Chairman of the Board shall be elected from among the directors, and the Chairman of the Board, or at the election of the Chairman of the Board, the Chief Executive Officer shall preside at all meetings of the stockholders and directors and shall have such other powers and perform such other duties as may be prescribed by the Board or provided in these By-laws. The Chief Executive Officer shall report to the Chairman of the Board.

SECTION 5.3 Chief Executive Officer. The Chief Executive Officer shall have general and active responsibility for the management of the business of the Corporation, shall be responsible for implementing all orders and resolutions of the Board, shall supervise the daily operations of the business of the Corporation, and shall report to the Chairman of the Board. Subject to the provisions of these Bylaws and to the direction of the Chairman of the Board or the Board, he or she shall perform all duties which are commonly incident to the office of Chief Executive Officer or which are delegated to him or her by the Chairman of the Board or the Board. To the fullest extent permitted by law, he or she shall have power to sign all contracts and other instruments of the Corporation which are authorized and shall have general supervision and direction of all of the other officers, employees and agents of the Corporation. The Chief Executive Officer shall perform the duties and exercise the powers of the Chairman of the Board in the event of the Chairman of the Board's absence or disability.

SECTION 5.4 President. The President shall have such powers and duties as may be delegated to him or her by the Chairman of the Board, the Board, or the Chief Executive Officer. The President shall perform the duties and exercise the powers of the Chief Executive Officer in the event of the Chief Executive Officer's absence or disability.

SECTION 5.5 Vice President. Each Vice President shall have such powers and duties as may be delegated to him or her by the Board or the Chief Executive Officer.

SECTION 5.6 Chief Financial Officer. The Chief Financial Officer shall have responsibility for maintaining the financial records of the Corporation. He or she shall render from time to time an account of all such transactions and of the financial condition of the Corporation. The Chief Financial Officer shall also perform such other duties as the Board or the Chief Executive Officer may from time to time prescribe.

SECTION 5.7 Treasurer. The Treasurer shall have the responsibility for investments and disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions. The Treasurer shall also perform such other duties as the Board or the Chief Executive Officer may from time to time prescribe.

SECTION 5.8 Secretary. The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the stockholders and the Board. He or she shall have charge of the corporate books and shall perform such other duties as the Board or the Chief Executive Officer may from time to time prescribe.

SECTION 5.9 Delegation of Authority. The Chairman of the Board, the Board, or the Chief Executive Officer may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

SECTION 5.10 Removal. Any officer of the Corporation may be removed at any time, with or without cause, by the Chairman of the Board, by the Board, or, except as to the Chairman of the Board, President, Executive Vice Presidents, Senior Vice Presidents, and Chief Financial Officer, by the Chief Executive Officer.

SECTION 5.11 Resignations. Any officer may resign at any time by giving written notice to the Corporation; provided, however, that notice to the Chairman of the Board, the Chief Executive Officer or the Secretary shall be deemed to constitute notice to the Corporation. Such resignation shall take effect upon receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5.12 Vacancies. Any vacancy among the officers, whether caused by death, resignation, removal or any other cause, shall be filled in the manner prescribed for election or appointment to such office.

SECTION 5.13 Action with Respect to Securities of Other Corporations. Unless otherwise directed by the Board, the Chairman of the Board, the Chief Executive Officer or any other officer of the Corporation authorized by the Chairman of the Board or the Chief Executive Officer shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

SECTION 5.14 Bonds of Officers. If required by the Chairman of the Board, the Board, or the Chief Executive Officer, any officer of the Corporation shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Chairman of the Board, the Board or the Chief Executive Officer may require.

SECTION 5.15 Compensation. The salaries of the officers shall be fixed from time to time by the Board, unless and until the Board appoints a Compensation Committee.

SECTION 5.16 Officers of Operating Companies, Regions or Divisions. The Chief Executive Officer shall have the power to appoint, remove and prescribe the terms of office, responsibilities and duties of the officers of the operating companies, regions or divisions, other than those who are officers of the Corporation appointed by the Board.

ARTICLE VI

CONTRACTS, CHECKS, LOANS, DEPOSITS, ETC.

SECTION 6.1 Contracts. The Board may authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation, to enter into any contract or to execute and deliver any instrument, which authorization may be general or confined to specific instances; and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or for any amount.

SECTION 6.2 Checks, etc. All checks, drafts, bills of exchange or other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed in the name and on behalf of the Corporation in such manner as shall from time to time be authorized by the Board or the Chief Executive Officer, which authorization may be general or confined to specific instances.

SECTION 6.3 Loans. No loan shall be contracted on behalf of the Corporation, and no negotiable paper shall be issued in its name, unless authorized by the Board, which authorization may be general or confined to specific instances, and bonds, debentures, notes and other obligations or evidences of indebtedness of the Corporation issued for such loans shall be made, executed and delivered as the Board shall authorize.

SECTION 6.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as may be selected by or in the manner designated by the Board, the Chief Executive Officer or the Chief Financial Officer. The Board or its designees may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of the Certificate of Incorporation or these Bylaws, as they may deem advisable.

ARTICLE VII

CAPITAL STOCK

SECTION 7.1 Certificates of Stock. The shares of the capital stock of the Corporation shall be represented by certificates, provided that the Board by resolution or resolutions may provide that some or all of any or all classes or series of capital stock of the Corporation shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Corporation by, the Chairman of the Board, President or a Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer, certifying the number of shares owned by him or her. Any or all of the signatures on the certificate may be by facsimile.

SECTION 7.2 Transfers of Stock. Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 7.4 of these Bylaws, an outstanding certificate for the number of shares involved, if certificated, shall be surrendered for cancellation before a new certificate is issued therefor.

SECTION 7.3 Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date, except as set forth in the Certificate of Incorporation, shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for such other action as hereinbefore described; provided, however, that if no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall be not more than ten (10) days after the date upon which the resolution fixing the record date is adopted. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent shall, by written notice to the Secretary of the Corporation, request the Board to fix a record date. The Board shall promptly, but in all events within ten (10) days after the date on which such a request is received, adopt a resolution fixing the record date. If no record date has been fixed by the Board and no prior action by the Board is required by the Delaware General Corporation Law, the record date shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in the manner prescribed by Section 2.10 hereof. If no record date has been fixed by the Board and prior action by the Board is required by the Delaware General Corporation Law with respect to the proposed action by written consent of the stockholders, the record date for determining stockholders entitled to consent to corporate action in writing shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

SECTION 7.4 Lost, Stolen or Destroyed Certificates. In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board may establish concerning proof of such loss, theft or destruction and concerning the giving of satisfactory bond or bonds of indemnity.

SECTION 7.5 Regulations. The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board may establish.

ARTICLE VIII

NOTICES

SECTION 8.1 Notices. Except as otherwise specifically provided herein or required by law, all notices required to be given to any stockholder, director, officer, employee or agent may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage-paid, or with a recognized overnight-delivery service or by sending such notice by facsimile or other means of electronic transmission, or such other means as is provided by law. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at such person's last known address as the same appears on the books of the Corporation. The time when such notice is received, if hand delivered, or dispatched, if delivered through the mails or by overnight delivery service, or by telegram, mailgram or facsimile, shall be the time of the giving of the notice.

SECTION 8.2 Waivers. A written waiver of any notice, signed by a stockholder, director, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such

stockholder, director, officer, employee, agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Facsimile Signatures. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board or a committee thereof.

SECTION 9.2 Corporate Seal. The Board may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary of the Corporation. If and when so directed by the Board or a committee thereof, duplicates of the seal may be kept and used by the Corporation's Treasurer or by an Assistant Secretary or Assistant Treasurer.

SECTION 9.3 Reliance Upon Books, Reports and Records. Each director, each member of any committee designated by the Board, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care or on behalf of the Corporation.

SECTION 9.4 Fiscal Year. The fiscal year of the Corporation shall be as fixed by the Board.

SECTION 9.5 Time Periods. In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE X

INDEMNIFICATION OF DIRECTORS AND OFFICERS

SECTION 10.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with

respect to an employee benefit plan (hereinafter, a "Covered Person"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection therewith; provided, however, that, except as provided in Section 10.3 hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board.

SECTION 10.2 Right to Advancement of Expenses. The Corporation shall pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any such proceeding in advance of its final disposition (hereinafter, an "advancement of expenses"), provided, however, that, if the Delaware General Corporation Law so requires, an advancement of expenses incurred by a Covered Person in his or her capacity as such shall be made only upon delivery to the Corporation of an undertaking (hereinafter, an "undertaking"), by or on behalf of such Covered Person, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "final adjudication") that such Covered Person is not entitled to be indemnified for such expenses under this Section 10.2 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Sections 10.1 and 10.2 hereof shall be contract rights and such rights shall continue as to a Covered Person who has ceased to be such and shall inure to the benefit of the Covered Person's heirs, executors and administrators.

SECTION 10.3 Right of Covered Person to Bring Suit. If a claim under Section 10.1 or 10.2 hereof is not paid in full by the Corporation within sixty (60) days after a written claim therefor has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Covered Person may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Covered Person shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the Covered Person to enforce a right to indemnification hereunder (but not in a suit brought by the Covered Person to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses upon a final adjudication that, the Covered Person has not met the applicable standard for indemnification set forth in the Delaware General Corporation Law. To the fullest extent permitted by law, neither the failure of the Corporation (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Covered Person is proper in the circumstances because the Covered Person has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) that the Covered Person has

not met such applicable standard of conduct, shall create a presumption that the Covered Person has not met the applicable standard of conduct or, in the case of such a suit brought by the Covered Person, be a defense to such suit. In any suit brought by the Covered Person to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Covered Person is not entitled to be indemnified, or to such advancement of expenses, under this Article X or otherwise shall, to the extent permitted by law, be on the Corporation.

SECTION 10.4 Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article X shall not be exclusive of any other right which any person may have or hereafter acquire by any statute, the Corporation's Certificate of Incorporation or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 10.5 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

SECTION 10.6 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article X with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

SECTION 10.7 Amendment or Repeal.

Any repeal or modification of the provisions of this Article X shall not adversely affect any right or protection hereunder of any Covered Person in respect of any proceeding (regardless of when such proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to the time of such repeal or modification.

ARTICLE XI

AMENDMENTS

The Board may from time to time adopt, make, amend, supplement or repeal these Bylaws by vote of a majority of the Board. Notwithstanding the foregoing, any amendment, supplement or repeal, including in each case by merger, consolidation or otherwise, of Sections 3.2 and/or 4.6 hereof or this Article XI shall require a majority vote of the holders of Class A Common Stock and a majority vote of the holders of Class B Common Stock, each voting as a separate class.

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

OF

CHARTER COMMUNICATIONS, INC.

The undersigned, [Name of Officer], certifies that [he/she] is the [Title of Officer] of Charter Communications, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and does hereby further certify as follows:

- (1) The name of the Corporation is Charter Communications, Inc. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on July 22, 1999.
- (2) The Corporation, Charter Investment, Inc. and certain of the Corporation's direct and indirect subsidiaries filed a joint plan of reorganization (the "Joint Plan") which, pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), was confirmed by an order, entered [•], 2009, of the United States Bankruptcy Court for the Southern District of New York, a court having jurisdiction of a proceeding under the Bankruptcy Code, and that such order provides for the making and filing of this Amended and Restated Certificate of Incorporation.
- (3) This Amended and Restated Certificate of Incorporation amends and, as amended, restates in its entirety the Certificate of Incorporation and has been duly proposed by resolutions adopted and declared advisable by the Board of Directors of the Corporation and duly executed and acknowledged by the officers of the Corporation in accordance with Sections 242, 245 and 303 of the General Corporation Law of the State of Delaware.
- (4) The text of the Certificate of Incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

FIRST: NAME

The name of the corporation is Charter Communications, Inc. (the "Corporation").

SECOND: REGISTERED OFFICE

The registered office of the Corporation is located at 2711 Centerville Road, Suite 400, City of Wilmington, New Castle County, State of Delaware. The name of its registered agent at such address is Corporation Service Company.

THIRD: PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware as set forth in Title 8 of the Delaware Code (the "GCL").

FOURTH: CAPITAL STOCK

(a) AUTHORIZED CAPITAL STOCK.

(i) The total number of shares of stock that the Corporation shall have authority to issue is [•] shares, consisting of: (1) [•] shares of Class A Common Stock, par value \$.001 per share ("Class A Common Stock"); (2) [•] shares of Class B Common Stock, par value \$.001 per share ("Class B Common Stock"); and (3) [•] shares of Preferred Stock, par value \$.001 per share ("Preferred Stock"), issuable in one or more series as hereinafter provided, of which [•] shares of Preferred Stock will be 15% Series A Pay-In-Kind Preferred Stock on the terms set forth on Exhibit A attached hereto, which is incorporated herein by reference. Except as otherwise provided in this Certificate of Incorporation, Class A Common Stock and Class B Common Stock shall be identical in all respects and shall have equal rights and privileges. Class A Common Stock and Class B Common Stock are herein sometimes collectively or individually referred to as the "Common Stock."

(ii) The number of authorized shares of Class A Common Stock or Preferred Stock may be increased or decreased (but the number of authorized shares of Class A Common Stock may not be decreased below (1) the number of shares thereof then outstanding plus (2) the number of shares of Class A Common Stock issuable upon the conversion of Class B Common Stock and the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Class A Common Stock plus (3) the number of shares of Class A Common Stock issuable by the Corporation upon the exchange of Membership Units pursuant to that certain Exchange Agreement, dated as of the effective date of the Joint Plan (as amended from time to time, the "Exchange Agreement"), entered into by and among the Corporation, Charter Communications Holding Company, LLC, a Delaware limited liability company ("Holdco"), Paul G. Allen ("Mr. Allen") and one or more entities controlled by Mr. Allen, and the number of authorized shares of Preferred Stock may not be decreased below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of the Common Stock together with any other class of capital stock of the Corporation entitled to vote generally in the election of directors irrespective of the provisions of Section 242(b)(2) of the GCL or any corresponding provision hereinafter enacted. "Membership Units" shall mean limited liability company interests in Holdco or any successor entity thereto, issued under a Limited Liability Company Agreement as amended from time to time.

(iii) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purposes of issuance upon conversion of the outstanding shares of Class B Common Stock and upon exchange of Membership Units pursuant to the Exchange Agreement, such number of shares of Class A Common Stock that shall be issuable (1) upon the conversion of all such outstanding shares of

Class B Common Stock and (2) upon the exchange of Membership Units pursuant to the Exchange Agreement; provided, however, that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of the conversion of the outstanding shares of Class B Common Stock and/or the exchange of Membership Units pursuant to the Exchange Agreement by delivery of shares of Class A Common Stock which are held in the treasury of the Corporation. All shares of Class A Common Stock issued upon conversion of shares of Class B Common Stock and/or exchange of Membership Units pursuant to the Exchange Agreement shall, upon issue, be validly issued, fully paid and non-assessable.

(iv) Notwithstanding anything to the contrary in this Certificate of Incorporation, the Corporation shall not issue nonvoting equity securities to the extent prohibited by Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)). The prohibition on the issuance of nonvoting equity securities is included in this Certificate of Incorporation in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

(b) COMMON STOCK VOTING RIGHTS AND DIRECTORS; DIVIDENDS AND DISTRIBUTIONS; SPLITS; OPTIONS; MERGERS; LIQUIDATION; PREEMPTIVE RIGHTS; CONVERSION.

(i) Common Stock Voting Rights and Directors.

(A) The holders of shares of Common Stock shall have the following voting rights and powers:

(1) Each holder of Class A Common Stock shall be entitled, with respect to each share of Class A Common Stock held by such holder on the applicable record date, to one (1) vote in person or by proxy on all matters submitted to a vote of the holders of Class A Common Stock, whether voting separately as a class or otherwise; provided, however, that the votes attributable to each share of Class A Common Stock held by any holder (other than an Authorized Class B Holder, as defined in Clause (b)(viii)(B) of this Article FOURTH) shall be automatically reduced *pro rata* amongst all shares of Class A Common Stock held by such holder and (if applicable) shares of Class A Common Stock held by any other holder (other than an Authorized Class B Holder) included in any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) with such holder, so that no "person" or "group" (other than an Authorized Class B Holder) is or becomes the holder, directly or indirectly, of more than 34.9% of the combined voting power of the capital stock of the Corporation; provided, further that (i) a majority of the Disinterested Board Members (as hereinafter defined) shall have the authority (x) to determine the application of the immediately preceding proviso and make any necessary adjustments to the number of votes attributable to each share of Class A Common Stock pursuant to such proviso, which determination and/or adjustment if made in good faith shall be conclusive and binding on the Corporation and its stockholders, and (y) to waive such proviso with respect to any "person" or "group" (a "Relevant Interested Stockholder") and (ii) in no event shall such proviso continue to be applicable from and after September 15, 2014; provided, further that for purposes of clause (i)(y) of the immediately preceding proviso,

reference to an "Interested Stockholder" in the definition of Disinterested Board Members shall instead be deemed to refer to the "Relevant Interested Stockholder" to whom such waiver would apply. For the avoidance of doubt, nothing herein shall reduce the voting rights attributable to any shares of capital stock held from time to time by any Authorized Class B Holder.

(2) Each holder of Class B Common Stock shall be entitled, with respect to each share of Class B Common Stock held by such holder on the applicable record date, to a number of votes per share in person or by proxy on all matters submitted to a vote of the holders of Class B Common Stock, whether voting separately as a class or otherwise, such that shares of Class B Common Stock, in the aggregate, constitute at all times during which shares of Class B Common Stock are outstanding 35% of the combined voting power of the capital stock of the Corporation entitled to vote on such matter.

(B) The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation.

(1) In all elections of directors, the holders of Class B Common Stock voting together as a separate class shall be entitled to elect thirty-five percent (35%) of the members of the Board of Directors (rounded up to the next whole number).

(2) The holders of Class A Common Stock voting together as a separate class (or if any holders of shares of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of shares of Preferred Stock), shall be entitled to elect each other member of the Board of Directors not elected by holders of Class B Common Stock pursuant to Clause (b)(i)(B)(1) of this Article FOURTH (and except for any member of the Board of Directors elected separately by the holders of one or more series of Preferred Stock); provided, however, that at such time as all outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock in accordance with Clause (b)(viii) of this Article FOURTH, the holders of Class A Common Stock (or if any holders of shares of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of shares of Preferred Stock) shall be entitled to elect all members of the Board of Directors (other than any member of the Board of Directors elected separately by the holders of one or more series of Preferred Stock).

(3) Any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause of a member of the Board of Directors elected by the holders of Class A Common Stock voting separately as a class (or if any holders of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of Preferred Stock) shall be filled by majority vote of the remaining director or directors elected by the holders of Class A Common Stock, even if less than a quorum, or if there are no such directors or such directors fail to fill such vacancies within thirty (30) days, by the vote of the holders

of Class A Common Stock, voting separately as a class (or if any holders of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of Preferred Stock). Any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause of a member of the Board of Directors elected by the holders of Class B Common Stock voting separately as a class shall be filled by majority vote of the remaining directors so elected by the holders of Class B Common Stock, even if less than a quorum, or if there are no such directors or such directors fail to fill such vacancies within thirty (30) days, by the vote of the holders of Class B Common Stock voting separately as a class; provided, however, that at such time as all outstanding shares of Class B Common Stock have been converted into shares of Class A Common Stock in accordance with Clause (b)(viii) of this Article FOURTH, any such vacancies shall be filled by majority vote of the remaining directors then in office, although less than a quorum, or by a sole remaining director, or if there are no such directors or such directors fail to fill such vacancies within thirty (30) days, by the holders of Class A Common Stock (or if any holders of shares of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, together as one class with such holders of Preferred Stock). The foregoing provisions of this Clause (b)(i)(B)(3) of this Article FOURTH shall not apply to any members of the Board of Directors elected by one or more series of Preferred Stock voting as a separate class.

(C) Except as otherwise required by applicable law, and Clauses (b)(i)(A) and (b)(i)(E) of this Article FOURTH notwithstanding, the Corporation shall not, without the prior affirmative vote of holders of at least a majority of the voting power of the outstanding Class B Common Stock voting as a separate class, amend, modify or repeal, or agree to amend, modify or repeal, in each case including by merger, consolidation or otherwise, Clauses (a)(i), (a)(ii), (a)(iii), (b)(i)(A), (b)(i)(B)(1), (b)(i)(B)(3), this (b)(i)(C), (b)(i)(D), (b)(ii), (b)(iii), (b)(v), (b)(vi) or (b)(viii) of this Article FOURTH, Clause (a) or (b) of Article FIFTH, Article SIXTH, Article EIGHTH, Article NINTH or Article TENTH.

(D) Except as otherwise required by applicable law, and Clauses (b)(i)(A) and (b)(i)(E) of this Article FOURTH notwithstanding, the Corporation shall not, without the prior affirmative vote of holders of at least a majority of the voting power of the outstanding Class A Common Stock voting as a separate class, amend, modify or repeal, or agree to amend, modify or repeal, in each case including by merger, consolidation or otherwise, Clauses (a)(i), (a)(ii), (b)(i)(A), (b)(i)(B), (b)(i)(C), this (b)(i)(D), (b)(ii), (b)(iii), (b)(v), (b)(vi) or (b)(viii) of this Article FOURTH, Clause (a) or (c) of Article FIFTH, Article SIXTH, Article EIGHTH, Article NINTH or Article TENTH.

(E) Except as otherwise provided in this Certificate of Incorporation (including without limitation Clauses (b)(i)(B), (b)(i)(C) and (b)(i)(D) of this Article FOURTH, Article FIFTH and Article EIGHTH of this Certificate of Incorporation) or required by applicable law, the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation (or if any holders of shares of any series of Preferred Stock are entitled to vote together with the holders of Common Stock, as one class with such holders of such series of Preferred Stock).

(ii) Dividends and Distributions.

(A) Subject to the preferences applicable to any series of Preferred Stock outstanding at any time, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, property or shares of stock of the Corporation as may be declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor; provided, however, that, subject to the provisions of this Clause (b)(ii) of this Article FOURTH, the Corporation shall not pay dividends or make distributions to any holders of any class of Common Stock unless simultaneously with such dividend or distribution, as the case may be, the Corporation makes the same dividend or distribution with respect to each outstanding share of Common Stock regardless of class.

(B) In the case of dividends or other distributions on Common Stock payable in Class A Common Stock or Class B Common Stock, including without limitation distributions pursuant to stock splits or divisions of Class A Common Stock or Class B Common Stock, only shares of Class A Common Stock shall be distributed with respect to Class A Common Stock and only shares of Class B Common Stock shall be distributed with respect to Class B Common Stock. In the case of any such dividend or distribution payable in shares of Class A Common Stock or Class B Common Stock, each class of Common Stock shall receive a dividend or distribution in shares of its class of Common Stock and the number of shares of each class of Common Stock payable per share of such class of Common Stock shall be equal in number.

(iii) Stock Splits.

The Corporation shall not in any manner subdivide (by any stock split, stock dividend, reclassification, recapitalization or otherwise) or combine (by reverse stock split, reclassification, recapitalization or otherwise) the outstanding shares of one class of Common Stock unless the outstanding shares of all classes of Common Stock shall be proportionately subdivided or combined.

(iv) Options, Rights or Warrants.

The Corporation shall have the power to create and issue, whether or not in connection with the issue and sale of any shares of stock or other securities of the Corporation, options, exchange rights, warrants, convertible rights, and similar rights permitting the holders thereof to purchase from the Corporation any shares of its capital stock of any class or classes at the time authorized, such options, exchange rights, warrants, convertible rights and similar rights to have such terms and conditions, and to be evidenced by or in such instrument or instruments, consistent with the terms and provisions of this Certificate of Incorporation and as shall be approved by the Board of Directors.

(v) Mergers, Consolidation, Etc.

In the event that the Corporation shall enter into any consolidation, merger, combination or other transaction (in each case other than incident to an exchange of Membership

Units, Common Stock and/or other securities for Common Stock pursuant to the Exchange Agreement) in which shares of Common Stock are exchanged for or converted into other stock or securities, cash and/or any other property, then, and in such event, the shares of each class of Common Stock shall be exchanged for or converted into the same kind and amount of stock, securities, cash and/or any other property, as the case may be, into which or for which each share of any other class of Common Stock is exchanged or converted; provided, however, that if shares of Common Stock are exchanged for or converted into shares of capital stock, such shares received upon such exchange or conversion may differ, but only in a manner substantially similar to the manner in which Class A Common Stock and Class B Common Stock differ, and, in any event, and without limitation, the conversion rights and obligations of the holders of Class B Common Stock and the other relative rights and treatment accorded to the Class A Common Stock and Class B Common Stock in this Clause (b) of this Article FOURTH shall be preserved. To the fullest extent permitted by law, any construction, calculation or interpretation made by the Board of Directors in determining the application of the provisions of this Clause (b)(v) of this Article FOURTH in good faith shall be conclusive and binding on the Corporation and its stockholders.

(vi) Liquidation Rights.

In the event of any dissolution, liquidation or winding-up of the affairs of the Corporation, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Corporation and after making provision for the holders of any series of Preferred Stock entitled thereto, the remaining assets and funds of the Corporation, if any, shall be divided among and paid ratably to the holders of the shares of Class A Common Stock and Class B Common Stock treated as a single class.

(vii) No Preemptive Rights.

The holders of shares of Common Stock are not entitled to any preemptive right to subscribe for, purchase or receive any part of any new or additional issue of stock of any class, whether now or hereafter authorized, or of bonds, debentures or other securities convertible into or exchangeable for stock.

(viii) Conversion of Class B Common Stock.

(A) Subject to the Lock-Up Agreement, each holder of a share of Class B Common Stock shall have the right to convert such share into one (1) fully paid and non-assessable share of Class A Common Stock, at any time and from time to time.

(B) Shares of Class B Common Stock shall at all times be held only by Authorized Class B Holders (as hereinafter defined). In that regard, each share of Class B Common Stock Transferred (as hereinafter defined) to one or more persons or entities other than Authorized Class B Holders shall automatically convert into one (1) fully paid and non-assessable share of Class A Common Stock upon such Transfer. "Authorized Class B Holders" shall mean any of (1) Mr. Allen, (2) his estate, spouse, immediate family members and heirs and (3) any trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners or

other owners of which consist exclusively of Mr. Allen or such other persons or entities referred to in clause (2) above or a combination thereof. "Transfer" shall mean any sale, assignment, gift, pledge, hypothecation, mortgage, exchange or other disposition.

(C) At any time on or after January 1, 2011 and until September 15, 2014, a majority of the Disinterested Board Members (as hereinafter defined) shall have the right to cause each share of Class B Common Stock held by such holder to automatically convert into one (1) fully paid and non-assessable share of Class A Common Stock. At any time on or after September 15, 2014, a majority of the members of the Board of Directors (excluding members of the Board of Directors elected by the holders of Class B Common Stock pursuant to Clause (b)(i)(B)(1) of this Article FOURTH) shall have the right to cause each share of Class B Common Stock held by such holder to automatically convert into one (1) fully paid and non-assessable share of Class A Common Stock. "Disinterested Board Members" shall mean only those members of the Board of Directors that would qualify as "Independent directors" within the meaning of NASDAQ Marketplace Rule 4200(a)(15) (or any successor provision), whether or not applicable, including the requirements in clauses (C) through (G) thereof (or any successor provisions), with respect to the Company and each Interested Stockholder and each Affiliate and each Associate of each Interested Stockholder; provided, that in no event shall a Disinterested Board Member include any member (1) elected by the holders of Class B Common Stock pursuant to Clause (b)(i)(B)(1) of this Article FOURTH or (2) who is an Interested Stockholder or an Affiliate or Associate of an Interested Stockholder (as such terms are defined in Clause (b) of Article EIGHTH).

(D) As promptly as practicable following the surrender by a holder of a certificate representing shares of Class B Common Stock to be converted pursuant to Clause (b)(viii)(A) of this Article FOURTH or a certificate formerly representing shares of Class B Common Stock that have been converted pursuant to Clause (b)(viii)(B) or (C) of this Article FOURTH, and the payment in cash of any amount required by the provisions of Clause (b)(viii)(G) of this Article FOURTH, the Corporation shall deliver or cause to be delivered at the office of the transfer agent a certificate or certificates representing the number of shares of Class A Common Stock issuable upon such conversion, issued in such name or names as such holder may direct. Such conversion shall be deemed to have been effected (1) immediately prior to the close of business of the Corporation on the date of the surrender of the certificate or certificates representing shares of Class B Common Stock in the case of a conversion under Clause (b)(viii)(A) of this Article FOURTH, (2) immediately prior to the close of business of the Corporation on the date of Transfer in the case of an automatic conversion under Clause (b)(viii)(B) of this Article FOURTH and (3) immediately prior to the close of business of the Corporation on the date of the determination by the Board of Directors in the case of conversion under Clause (b)(viii)(C) of this Article FOURTH. At the close of business of the Corporation on the date any such conversion is made or deemed to be effected, except as otherwise provided herein all rights of the holder of such shares of Class B Common Stock as a holder thereof shall cease, and the person or persons in whose name or names the certificate or certificates representing the shares of Class A Common Stock are to be issued shall be treated for all purposes as having become the record holder or holders of such shares of Class A Common Stock as of such date; provided, however, that if any such conversion is made or deemed to be effected on any date when the stock transfer books of the Corporation shall be closed, the person

or persons in whose name or names the certificate or certificates representing shares of Class A Common Stock are to be issued shall be deemed the record holder or holders thereof for all purposes upon the opening of business of the Corporation on the next succeeding day on which the stock transfer books are open.

(E) In the event of a recapitalization, reorganization, reclassification or other event as a result of which the shares of Class A Common Stock are exchanged for or converted into other stock or securities, cash and/or any other property, then a holder of Class B Common Stock shall be entitled to receive upon conversion the same kind and amount of such stock, security, cash and/or other property that such holder would have received if such conversion had occurred immediately prior to the record date or effective date of such event.

(F) No adjustments in respect of dividends (other than dividends paid in stock or securities of the Corporation) shall be made upon the conversion of any shares of Class B Common Stock except as otherwise provided herein; provided, however, that if a share of Class B Common Stock shall be converted subsequent to the record date for the payment of a dividend or other distribution on shares of Class B Common Stock but prior to such payment, then the registered holder of such share at the close of business on such record date shall be entitled to receive the dividend or other distribution payable on such shares on such date notwithstanding the conversion thereof or the default in payment of the dividend or distribution due on such date.

(G) The issuance of certificates for shares of Class A Common Stock upon conversion of Class B Common Stock and/or exchange of Membership Units pursuant to the Exchange Agreement shall be made without charge to the holders of such shares for any transfer or other similar tax in respect of such issuance; provided, however, that if any such certificate is to be issued in a name other than that of the holder of the share or shares of Class B Common Stock converted and/or Membership Units exchanged, then the person or persons requesting the issuance thereof shall pay to the Corporation the amount of any tax that may be payable in respect of any transfer involved in such issuance or shall establish to the satisfaction of the Corporation that such tax has been paid or is not payable.

(H) Shares of Class B Common Stock that are converted into shares of Class A Common Stock as provided herein shall be retired and not available for reissue by the Corporation.

(c) PREFERRED STOCK.

The Board of Directors is hereby expressly granted authority from time to time to issue Preferred Stock in one or more series and with respect to any such series, subject to the terms and conditions of this Certificate of Incorporation, to fix by resolution or resolutions the numbers of shares, designations, powers, preferences and relative, participating, optional or other special rights of such series and any qualifications, limitations or restrictions thereof, including but without limiting the generality of the foregoing, the following:

- (i) entitling the holders thereof to cumulative, non-cumulative or partially

cumulative dividends, or to no dividends;

(ii) entitling the holders thereof to receive dividends payable on a parity with, junior to, or in preference to, the dividends payable on any other class or series of capital stock of the Corporation;

(iii) entitling the holders thereof to rights upon the voluntary or involuntary liquidation, dissolution or winding up of, or upon any other distribution of the assets of, the Corporation, on a parity with, junior to or in preference to, the rights of any other class or series of capital stock of the Corporation;

(iv) providing for the conversion or exchange, at the option of the holder or of the Corporation or both, or upon the happening of a specified event, of the shares of Preferred Stock into shares of any other class or classes or series of capital stock of the Corporation or of any series of the same or any other class or classes, including provision for adjustment of the conversion or exchange rate in such events as the Board of Directors shall determine, or providing for no conversion;

(v) providing for the redemption, in whole or in part, of the shares of Preferred Stock at the option of the Corporation or the holder thereof, or upon the happening of a specified event, in cash, bonds or other property, at such price or prices (which amount may vary under different conditions and at different redemption dates), within such period or periods, and under such conditions as the Board of Directors shall so provide, including provisions for the creation of a sinking fund for the redemption thereof, or providing for no redemption;

(vi) providing for voting rights or having limited voting rights or enjoying general, special or multiple voting rights; and

(vii) specifying the number of shares constituting that series and the distinctive designation of that series.

FIFTH: REMOVAL OF DIRECTORS

(a) REMOVAL FOR CAUSE.

Any director may be removed from office for cause by the affirmative vote of a majority of the voting power of the outstanding shares of Class A Common Stock and Class B Common Stock (and any series of Preferred Stock then entitled to vote at an election of directors), voting together as one class.

(b) CLASS B COMMON REMOVAL WITHOUT CAUSE.

Any director elected by the vote of the holders of Class B Common Stock voting separately as a class may be removed from office at any time, without cause, solely by the affirmative vote of a majority of the voting power of the outstanding shares of Class B Common Stock, voting as a separate class.

(c) CLASS A COMMON REMOVAL WITHOUT CAUSE.

Any director elected by the vote of the holders of Class A Common Stock voting separately as a class (or if any holders of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of Preferred Stock) may be removed from office at any time, without cause, solely by the affirmative vote of a majority of the voting power of the outstanding shares of Class A Common Stock, voting separately as a class (or if any holders of Preferred Stock are entitled to vote thereon together with the holders of Class A Common Stock, as one class with such holders of Preferred Stock).

SIXTH: BYLAWS

The Board of Directors may from time to time adopt, make, amend, supplement or repeal the Bylaws, except as provided in this Certificate of Incorporation or in the Bylaws. Unless and except to the extent that the Bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

SEVENTH: DIRECTOR EXCULPATION

No director of the Corporation shall have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the GCL as the same exists or hereafter may be amended. No amendment, alteration or repeal of this Article SEVENTH shall eliminate or reduce the effect thereof in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article SEVENTH would accrue or arise, prior to such amendment, alteration or repeal.

EIGHTH: CERTAIN BUSINESS COMBINATIONS

(a) REQUIREMENTS TO EFFECT CERTAIN BUSINESS COMBINATIONS.

In addition to any affirmative vote required by law or this Certificate of Incorporation or the Bylaws, a Business Combination (as hereinafter defined) involving as a party, or proposed by or on behalf of, an Interested Stockholder (as hereinafter defined) or an Affiliate (as hereinafter defined) or Associate (as hereinafter defined) of an Interested Stockholder or a person who upon consummation of such Business Combination would become an Affiliate or Associate of an Interested Stockholder shall, except as otherwise prohibited by applicable law, as in effect from time to time, require both of the following conditions to be satisfied:

(i) a majority of the Continuing Directors (as hereinafter defined) shall have determined (after consultation with their outside legal and financial advisors) that such Business Combination, including without limitation, the consideration to be received in connection therewith, is fair to the Corporation and its stockholders (other than any stockholder that is an Interested Stockholder in respect of such Business Combination and the Affiliates and Associates (if any) of such Interested Stockholder); and

(ii) holders of not less than a majority of the votes entitled to be cast by the holders of all of the then outstanding shares of Voting Stock (as hereinafter defined), voting together as a single class, excluding Voting Stock Beneficially Owned (as hereinafter defined) by any Interested Stockholder or any Affiliate or Associate of such Interested Stockholder, shall have approved such transaction. Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage affirmative vote, or the vote of any other class of stockholders, may otherwise be required, by law or otherwise.

(b) CERTAIN DEFINED TERMS.

For purposes of this Article EIGHTH, the following definitions shall apply:

(i) "Business Combination" shall mean:

(A) any merger or consolidation of the Corporation or any Subsidiary (as hereinafter defined) with (A) any Interested Stockholder or (B) any other company (whether or not itself an Interested Stockholder) which is or after such merger or consolidation would be an Affiliate or Associate of an Interested Stockholder; or

(B) any (1) sale, lease, exchange, mortgage, pledge, transfer or other disposition or hypothecation of assets of the Corporation or of any Subsidiary (whether or not in connection with the dissolution of the Corporation) to or for the benefit of, or (2) purchase by the Corporation or any Subsidiary from, or (3) issuance by the Corporation or any Subsidiary of securities to, or (4) investment, loan, advance, guarantee, participation or other extension of credit by the Corporation or any Subsidiary to, from, in or with or (5) establishment of a partnership, joint venture or other joint enterprise with or for the benefit of, in each case, any Interested Stockholder or any Affiliate or Associate of any Interested Stockholder which transaction, alone or taken together with any related transaction or transactions, has an aggregate fair market value and/or involves aggregate commitments of \$50,000,000 or more or any arrangement, whether as employee, consultant or otherwise (other than service as a director), pursuant to which any Interested Stockholder or any Affiliate or Associate thereof shall, directly or indirectly, attain any control over or responsibility for the management of any aspect of the business or affairs of the Corporation or any Subsidiary which involves assets which have an aggregate fair market value of \$50,000,000 or more; or

(C) any (1) reclassification of securities (including any reverse stock split), or (2) recapitalization of the Corporation (including any change to or exchange of securities of the Corporation), or (3) merger or consolidation of the Corporation with any of its Subsidiaries or (4) other transaction (whether or not with or otherwise involving as a party an Interested Stockholder) that, in each case, has the effect, directly or indirectly, of increasing the proportionate share of any class or series of capital stock, or any securities convertible into or exchangeable for capital stock or other equity securities, of the Corporation or any Subsidiary Beneficially Owned by any Interested Stockholder or any Affiliate or Associate of any Interested Stockholder; or

(D) any agreement, contract or other arrangement providing for any one or more of the actions specified in the foregoing Clauses (b)(i)(A), (b)(i)(B) and (b)(i)(C) of this Article EIGHTH.

Notwithstanding anything to the contrary in this Certificate of Incorporation, in no event shall a "Business Combination" include any exchange of Membership Units pursuant to the Exchange Agreement, any other transaction expressly contemplated by the Joint Plan (including, without limitation, the issuance of any securities pursuant thereto, including securities issued or issuable from time to time upon exercise, conversion or exchange thereof, and the payment of specified fees and expenses, and the assumption and performance of any executory contracts, thereunder) or any conversion of Class B Common Stock into Class A Common Stock under Clause (b)(viii) of Article FOURTH of this Certificate of Incorporation.

(ii) "Affiliate" in respect of a person shall mean any person (other than an Exempt Person) controlling, controlled by or under common control with such person.

(iii) "Associate" in respect of an individual shall mean (A) any corporation or other organization of which such person is an officer or partner or otherwise participates in a material way in the management or policy-making thereof or is the Beneficial Owner of ten percent (10%) or more of any class of voting equity security, (B) any trust or other estate in which such person has a substantial beneficial interest or as to which such person serves as a trustee or in a similar fiduciary capacity and (C) any parent or lineal descendant of such person or the spouse of such person or any relative of such person who has the same home as such person or who is a director, officer, partner, limited liability company member, trustee or other fiduciary of any organization of which such person is also a director, officer, partner, limited liability company member, trustee or other fiduciary or substantial beneficiary. The term "Associate" in respect of any company means (A) any director, officer or trustee of such company or in the case of a limited liability company any manager or managing member or in the case of a partnership any general partner, (B) any other person who participates in a material way in the management or policy-making of such company and (C) any person who is the Beneficial Owner of ten percent (10%) or more of any class of equity security of such company. In no event shall an "Associate" include an Exempt Person.

(iv) A person shall be a "Beneficial Owner" of any capital stock or other securities of the Corporation: (A) which such person or any of its Affiliates or Associates owns or has the economic benefit of ownership of, directly or indirectly; (B) which such person or any of its Affiliates or Associates has, directly or indirectly, (1) the right to acquire (whether such right is exercisable immediately or subject only to the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (2) the right to vote pursuant to any agreement, arrangement or understanding; or (C) which any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of capital stock, owns or has the economic benefit of ownership of. For the purposes of determining whether a person is an "Interested Stockholder", the number of shares of capital stock of the Corporation deemed to be outstanding shall include shares deemed beneficially owned by such person through application of this

Clause (b)(iii) of this Article EIGHTH, but shall not include any other shares of capital stock that may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(v) "Continuing Director" with respect to an Interested Stockholder shall mean any member of the Board of Directors (while such person is a member of the Board of Directors) who is not an Affiliate or Associate or representative of such Interested Stockholder (including any person nominated to the Board of Directors by such Interested Stockholder or an Affiliate or Associate of such Interested Stockholder).

(vi) "Interested Stockholder" shall mean any person (other than (A) the Corporation or any Subsidiary, (B) any profit-sharing, employee stock ownership or other employee benefit plan of the Corporation or any Subsidiary or (C) any trustee or fiduciary with respect to any such plan or holding Voting Stock for the purpose of funding any such plan or funding other employee benefits for employees of the Corporation or any Subsidiary when acting in such capacity (the persons and entities described in the foregoing clauses (A)-(C) being referred to herein as "Exempt Persons")) who is, or has announced or publicly disclosed a plan or intention to become, the Beneficial Owner of Voting Stock representing ten percent (10%) or more of the votes entitled to be cast by the holders of all then outstanding shares of Voting Stock.

(vii) "Subsidiary" shall mean any corporation, partnership, joint venture or other legal entity of which the Corporation (either alone or through or together with any other Subsidiary), owns, directly or indirectly, more than 50% of the stock or other equity interests, has the power to elect a majority of the board of directors or similar governing body, or has the power to direct the business and policies.

(viii) "Voting Stock" shall mean all shares of capital stock of the Corporation entitled generally to vote on the election of any director of the Corporation (without reference to any terms of any Preferred Stock providing for special voting rights or restrictions with respect to particular matters), including, without limitation, shares of Class A Common Stock and shares of Class B Common Stock.

(c) CERTAIN DETERMINATIONS.

A majority of the Continuing Directors shall have the power and duty to determine for the purposes of this Article EIGHTH, on the basis of information known to them after reasonable inquiry, all questions arising under this Article EIGHTH, including without limitation, (i) whether a person is an Interested Stockholder, (ii) the number of shares of capital stock or other securities Beneficially Owned by any person, (iii) whether a person is an Affiliate or Associate of another person, (iv) whether a Business Combination is proposed by or on behalf of an Interested Stockholder or an Affiliate or Associate of an Interested Stockholder or a person who upon consummation of such Business Combination would become an Affiliate or Associate of such Interested Stockholder, (v) whether the assets that are the subject of any Business Combination have, or the consideration to be received for the issuance or transfer of securities by the Corporation or any Subsidiary in any Business Combination has, an aggregate fair market

value of \$[•] or more, and (vi) the application of any other term used in this Article EIGHTH. Any such determination made in good faith shall be binding and conclusive on the Corporation, all of its stockholders and all other parties.

(d) AMENDMENT OF THIS ARTICLE.

Notwithstanding anything to the contrary in this Certificate of Incorporation, and in addition to the requirements of Clauses (b)(i)(C) and (b)(i)(D) of Article FOURTH, any proposal to alter, amend or repeal, or to adopt any provision inconsistent with, this Article EIGHTH, including in each case by merger, consolidation or otherwise, shall require the affirmative vote of the holders of not less than a majority of the votes entitled to be cast by the holders of all of the then outstanding shares of Voting Stock, voting together as a single class, excluding Voting Stock beneficially owned by any Interested Stockholder.

NINTH: TRADING RESTRICTIONS

(a) RIGHT TO IMPOSE TRADING RESTRICTIONS

(i) In the event that both (1) the Equity Value (as hereinafter defined) of the Corporation has decreased by at least 35% (such equity value, the “Trigger Price”) from the Emergence Date Equity Value (as hereinafter defined) and (2) an “owner shift” of at least 25 percentage points has occurred during the relevant “testing period” with respect to the Corporation’s equity for purposes of Section 382 of the Internal Revenue Code of 1986, as amended, and the Treasury regulations thereunder (collectively, “Section 382”), as reasonably determined by the Corporation (in consultation with outside counsel) in accordance with Section 382 (Clauses (a)(i)(1) and (a)(i)(2) of this Article NINTH are collectively referred to herein as the “Trigger Provisions”), then the Board of Directors shall meet on an expedited basis to determine whether to impose restrictions on the trading of the Corporation’s stock in accordance with this Article NINTH and to determine the specific terms of such restrictions. Unless otherwise defined herein, all terms used in this Article NINTH (including but not limited to “5% shareholder,” “testing period,” “ownership change,” and “owner shift”) are intended to have the meanings ascribed to them under Section 382 and shall be construed accordingly.

(ii) The Board of Directors’ ability to impose trading restrictions pursuant to this Article NINTH shall terminate on the fifth anniversary of the Emergence Date (as hereinafter defined); provided, however, that any trading restrictions imposed by the Board of Directors pursuant to this Article NINTH prior to such fifth anniversary shall remain in full force and effect until the Trigger Provisions are no longer satisfied.

(b) CERTAIN DEFINED TERMS

(i) “Emergence Date Equity Value” shall mean the Corporation’s equity value on the date on which the Corporation emerges from chapter 11 bankruptcy protection (the “Emergence Date”), which equity value the Corporation shall announce via press release and the filing of a Current Report on Form 8-K with the Securities and Exchange Commission promptly after it is determined, but in no event later than thirty (30) days after the Emergence Date. Such equity value shall be determined by the Corporation in good faith based on the valuation of the

Corporation's total enterprise as determined and approved in connection with the Joint Plan.

(ii) "Equity Value" as of any date shall mean the Corporation's then equity value (adjusted for any extraordinary dividends, as determined in good faith by the Board of Directors) calculated as follows: (1) for any class of stock that is publicly traded for at least 20 trading days prior to such determination, the value determined using the volume-weighted average trading price of such stock for each trading day during the previous 20 trading days, plus (2) for any class of stock that is not publicly traded for at least 20 trading days prior to such determination, the fair market value of such stock, as reasonably determined by the Board of Directors after consultation with an investment banking firm of nationally recognized standing.

(c) PROCEDURE TO IMPOSE TRADING RESTRICTIONS

Except as provided in this Article NINTH, after the Emergence Date, the Corporation shall not impose any trading restrictions on transfers of the Corporation's stock.

If the Board of Directors determines to impose trading restrictions on transfers of the Corporation's stock pursuant to this Article NINTH, which shall require the affirmative vote of at least two thirds (2/3) of all directors, then the Corporation shall promptly announce the imposition and terms of such trading restrictions by means of a press release and the filing of a Current Report on Form 8-K with the Securities and Exchange Commission. The terms of such restrictions, including the form of any notice or application documentation that may be associated with such restrictions, shall also be described by the Corporation in each quarterly and annual report filed by the Corporation with the Securities and Exchange Commission.

(d) PRINCIPAL TERMS OF TRADING RESTRICTIONS

If the Board of Directors determines to impose trading restrictions on transfers of the Corporation's stock in accordance with this Article NINTH, the principal terms of such trading restrictions shall be the terms set forth in this Clause (d) of Article NINTH. The Board of Directors shall have the authority in its sole discretion to determine and establish the definitive and ancillary terms of such trading restrictions so long as such terms are consistent with the following provisions of this Article NINTH:

(i) Any acquisition of the Corporation's stock by a person or entity that is not a 5% shareholder of the Corporation will be null and void ab initio as to the purchaser to the extent such acquisition causes such person or entity to become a 5% shareholder of the Corporation unless the acquisition of such stock (1) was previously approved in writing by the Board of Directors, (2) is a Permitted Acquisition or (3) is covered by Clause (d)(v) of this Article NINTH. "Permitted Acquisition" shall mean an acquisition that will not result in an increase in an "owner shift" for purposes of Section 382 in excess of any "owner shift" that would have occurred if the seller had sold the same amount of stock through general public market transactions (e.g., because the stock is purchased from another 5% shareholder whose stock acquisition had caused an owner shift).

(ii) Any acquisition of the Corporation's stock by a 5% shareholder of the Corporation will be null and void ab initio as to the purchaser unless the acquisition of such

stock (1) was previously approved in writing by the Corporation's Board of Directors, (2) is a Permitted Acquisition or (3) is covered by Clause (d)(v) of this Article NINTH.

(iii) Any person or entity seeking to use the "Permitted Acquisition" exception in the case of Clause (d)(i) or (d)(ii) of this Article NINTH shall either (1) contemporaneously with such transaction, notify the Corporation in writing of such transaction, represent in writing to the Corporation that such transaction is a Permitted Acquisition, and acknowledge in writing that if such transaction is not a Permitted Acquisition such person or entity will be subject to the consequences set forth in this Article NINTH or (2) prior to such transaction, notify the Corporation of its intent to engage in a Permitted Acquisition and provide relevant factual information sufficient to establish that the acquisition will qualify as a Permitted Acquisition, and within 10 business days of such notice, the Corporation shall indicate whether such proposed transaction will qualify as a Permitted Acquisition. For the avoidance of doubt, any transaction covered by Clause (d)(v) of this Article NINTH shall not be subject to the restrictions and procedures of this Article NINTH.

(iv) The Corporation shall announce by press release and the filing of a Current Report on Form 8-K with the Securities and Exchange Commission if its Board of Directors determines that trading restrictions are no longer required or if the Trigger Provisions are no longer satisfied; provided, however, that if trading restrictions shall be imposed following a decline in the Corporation's equity value, any increase in the value of the Corporation's stock shall not result in the lapse of such trading restrictions unless such increase (determined using the same methodology set forth in the definition of Equity Value above) is at least 10% greater than the Trigger Price.

(v) Notwithstanding the foregoing, the Board of Directors shall have no authority pursuant to this Article NINTH to restrict or otherwise limit in any manner (1) the disposition of shares of capital stock of the Corporation by any stockholder of the Corporation, (2) any issuance by the Corporation of Common Stock pursuant to the Exchange Agreement or the CII Settlement Claim Warrants (as defined in the Joint Plan), (3) any conversion of Class B Common Stock into Class A Common Stock, (4) any distributions upon, or adjustments to, any Membership Units, Class B Common Stock, or warrants (or any shares issuable upon exchange, conversion, or exercise thereof) to which the holder of such interest is otherwise entitled, or (5) any acquisition of Common Stock pursuant to clause (2), (3), or (4) above.

(e) **REQUIREMENT TO PROVIDE INFORMATION REGARDING SHARE OWNERSHIP**

All stockholders of the Corporation that have filed or would be required to file a Schedule 13D or 13G with the Securities and Exchange Commission with respect to the Corporation shall be required to provide information to the Corporation regarding such stockholder's ownership of the Corporation's stock, including the dates of the acquisition and disposition of such stock and the amounts of such acquisitions and dispositions, to the extent requested by the Corporation. Such information shall be provided within five business days of the Corporation's request, and, at the stockholder's request, the Corporation shall execute a standard confidentiality agreement with respect to such information.

TENTH: AMENDMENT, ETC.

Subject in each instance to Clauses (b)(i)(C), (b)(i)(D) and (b)(i)(E) of Article FOURTH and Article EIGHTH of this Certificate of Incorporation, the Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter authorized by the laws of the State of Delaware. All rights, preferences and privileges herein conferred are granted subject to this reservation.

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IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation, which restates, integrates and further amends the provisions of the Certificate of Incorporation of the Corporation, and which was duly adopted in accordance with Sections 242, 245 and 303 of the General Corporation Law of the State of Delaware, has been signed on [•], 2009.

CHARTER COMMUNICATIONS, INC.

By: _____
Name:
Title:

TERMS OF
SERIES A 15% PAY-IN-KIND PREFERRED STOCK
OF
CHARTER COMMUNICATIONS, INC.

CERTIFICATE OF DESIGNATION, POWERS, PREFERENCES AND RIGHTS

OF

SERIES A 15% PAY-IN-KIND PREFERRED STOCK

OF

CHARTER COMMUNICATIONS, INC.

(PURSUANT TO SECTION 151(g) OF THE
GENERAL CORPORATION LAW OF THE STATE OF DELAWARE)

The undersigned, [], the [] of Charter Communications, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), certifies that, pursuant to the authority expressly granted to and vested in the Board of Directors of the Corporation (the "Board of Directors") by the Amended and Restated Certificate of Incorporation of the Corporation (the "Certificate of Incorporation"), which authorizes the issuance, by the Corporation, of up to [] shares of preferred stock, par value \$.001 per share (the "Preferred Stock"), the Board of Directors on [], 2009 duly adopted the following resolutions:

RESOLVED, that pursuant to clause (c) of Article Fourth of the Certificate of Incorporation, the Board of Directors hereby creates and provides for the issuance of a series of Preferred Stock, par value \$.001 per share and with a liquidation preference of \$1,000 per share, of the Corporation and hereby fixes the number, voting powers, designations, preferences, and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, and other matters relating to, said series as follows (capitalized terms used herein but not defined in Section 1 through 12 below have the meanings ascribed to them in Section 13):

Section 1. Designation. [] shares of the Preferred Stock of the Corporation are hereby constituted as a series of Preferred Stock, par value \$.001 per share and with a liquidation preference of \$1,000 per share (the "Liquidation Preference"), designated as "Series A 15% Pay-in-Kind Preferred Stock" (the "Series A PIK Preferred Stock"), no shares of which have been issued by the Corporation prior to [], 2009 (the "Issue Date").

Section 2. Ranking. The Series A PIK Preferred Stock shall rank senior as to dividends over the Common Stock and any other series or class of the Corporation's stock created after the date hereof that by its terms ranks junior as to dividends to the Series A PIK Preferred Stock, when and if issued ("Junior Dividend Stock"), and senior as to distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, over the Common Stock and any other series or class of the Corporation's stock issued after the date hereof that by its terms ranks junior as to liquidation, dissolution and winding up to the Series A PIK Preferred Stock, when and if issued ("Junior Liquidation Stock"). The Common Stock and any other series or class of the Corporation's stock that is both Junior Dividend Stock and Junior Liquidation Stock is referred to herein as "Junior Stock". The Series A PIK Preferred Stock shall be junior as to dividends to any series or class of the Corporation's stock issued after the date hereof that by its terms ranks senior as to dividends to the Series A PIK Preferred Stock, when and if issued ("Senior Dividend Stock"), and junior as to distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, to any series or class of the Corporation's stock issued after the date hereof that by its terms ranks senior as to liquidation, dissolution and winding up to the Series A PIK Preferred Stock, when and if issued ("Senior Liquidation Stock") and collectively with the Senior Dividend Stock, "Senior Stock"). The Series A PIK

Preferred Stock shall rank pari passu with respect to dividends with any series or class of the Corporation's stock issued after the date hereof that by its terms ranks pari passu as to dividends with the Series A PIK Preferred Stock, when and if issued ("Parity Dividend Stock"), and pari passu as to distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, to any series or class of the Corporation's stock issued after the date hereof that by its terms ranks pari passu as to liquidation, dissolution and winding up with the Series A PIK Preferred Stock, when and if issued ("Parity Liquidation Stock" and collectively with the Parity Dividend Stock, "Parity Stock").

Section 3. Dividends.

(a) Each holder of Series A PIK Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors or a duly authorized committee thereof out of funds of the Corporation legally available therefor, at an annual rate equal to the Applicable Dividend Rate on the Liquidation Preference of Series A PIK Preferred Stock (the "Annual Dividend Amount"), payable at the option of the Corporation (i) through the issuance of additional shares of Series A PIK Preferred Stock having an aggregate Liquidation Preference equal to the amount of the dividend to be paid, (ii) in cash, or (iii) in a combination of (i) and (ii) above. Such dividends shall be cumulative and shall accrue (whether or not earned or declared, whether or not there are funds legally available for the payment thereof and whether or not restricted by the terms of any of the Corporation's indebtedness outstanding at any time) from the date such shares are issued and shall be payable semi-annually in arrears on January 15 and July 15 of each year (each, a "Dividend Payment Date") commencing January 15, 2010. The Series A PIK Preferred Stock paid as dividends shall have all rights granted hereunder, including the payment of dividends. The Corporation shall elect the form of such payment by giving notice at least 15 days prior to the applicable Dividend Payment Date. The first such notice may indicate the form of payment for all future dividend payments, subject to later modifications by the Corporation. If no notice is given, the Corporation shall be deemed to have elected a payment through the issuance of shares of Series A Preferred Stock.

(b) The dividend payment period for any dividend payable on a Dividend Payment Date shall be the period beginning on the immediately preceding Dividend Payment Date (or on the Issue Date in the case of the first dividend payment period) and ending on the day preceding such applicable Dividend Payment Date. If any date on which a payment of a dividend or any other amount is due in respect of the Series A PIK Preferred Stock is not a Business Day, such payment shall be made on the next day that is a Business Day.

(c) The amount of dividends payable per share of Series A PIK Preferred Stock for each dividend payment period will be computed by dividing the Annual Dividend Amount by two; provided, however, that the amount of dividends payable for the first dividend payment period and for any dividend payment period shorter than a full semi-annual dividend period will be computed on the basis of a 360-day year of twelve 30-day months. All dividends paid in additional shares of Series A PIK Preferred Stock shall be deemed issued on the applicable Dividend Payment Date and will thereupon be duly authorized, validly issued, fully paid and nonassessable and free and clear of all liens, charges and other encumbrances created by the Corporation.

(d) Dividends payable on any Dividend Payment Date shall be payable to the holders of record of the Series A PIK Preferred Stock as they appear on the stock transfer books of the Corporation at the close of business on the first day of the calendar month in which the related Dividend Payment Date falls, or such other date that the Board of Directors designates that is not more than 30 nor less than 10 days prior to the Dividend Payment Date. Dividends paid on the shares of Series A PIK Preferred Stock

in an amount less than accumulated and unpaid dividends payable thereon shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding.

(e) In order to pay dividends on any Dividend Payment Date, or such other date as is fixed by the Board of Directors or a duly authorized committee thereof pursuant to the terms and conditions set forth in Section 3(f) hereof, in shares of Series A PIK Preferred Stock, the shares of Series A PIK Preferred Stock to be paid as a dividend shall have been duly authorized, validly issued, fully paid and non-assessable.

(f) Accrued but unpaid dividends for any past dividend periods not paid on the relevant Dividend Payment Date may be declared by the Board of Directors and paid on any date fixed by the Board of Directors, whether or not a regular Dividend Payment Date, to Holders of record on the books of the Corporation on such record date as may be fixed by the Board of Directors, which record date shall be no more than 60 days prior to the payment date thereof.

Section 4. Optional and Mandatory Redemption. The Corporation may redeem the Series A PIK Preferred Stock in whole or in part on at least 15 days prior written notice (of the anticipated date of redemption, which notice shall not obligate the Corporation to redeem any Series A Preferred Stock) to each holder of record if the Board of Directors approves such redemption, payable at the Corporation's option (i) in cash; (ii) through the issuance of shares of Common Stock; or (iii) in a combination of (i) and (ii) above (the "Redemption Payment") based on the provisions set forth below; provided, however, that any Redemption Payment made during the first six months following the Issue Date shall be payable solely in cash. All outstanding shares of the Series A PIK Preferred Stock shall be mandatorily redeemed by the Corporation on the seventh anniversary of the Issue Date, and the Corporation shall pay the Redemption Payment based on the provisions set forth below.

(a) Common Stock Redemption. If the Corporation elects to pay the optional or mandatory Redemption Payment, in whole or in part, in shares of Common Stock, the number of shares of Common Stock to be delivered by the Corporation with respect to the shares of Series A PIK Preferred Stock being redeemed in shares of Common Stock, shall be equal to (1) the Liquidation Preference of the shares being redeemed and any other accrued and unpaid dividends whether or not declared (the "Accreted Value"), divided by (2) the Market Price of a share of Common Stock. Notwithstanding the foregoing, in no event shall any Redemption Payment made in shares of Common Stock exceed 20% of the total fully diluted Common Stock of the Corporation at the time of such Redemption Payment.

(b) Cash Redemption. If the Corporation elects to pay the optional or mandatory Redemption Payment, in whole or in part, in cash, the amount of cash payable with respect to the Series A PIK Preferred Stock being redeemed in cash shall be the Accreted Value of the shares of Series A PIK Preferred Stock being redeemed in cash.

If the Corporation elects to deliver Common Stock in payment, in whole or in part, of the optional or mandatory Redemption Payment, the Corporation will, at its option (i) pay cash based on the Market Price for all fractional shares of Common Stock, or (ii) pay any fractional shares of Common Stock by delivery of a whole share of Common Stock.

Section 5. Procedure For Redemption.

(a) In the event of redemption of the Series A PIK Preferred Stock pursuant to Section 4, notice of such redemption shall be given by hand or by nationally recognized "overnight courier" for delivery at the earliest time offered by such overnight courier (which may not necessarily be the next day) to each holder of record of the shares to be redeemed at such holder's address as the same appears on the stock transfer books of the Corporation at least 15 but not more than 60 days before the date fixed for

redemption, provided, however, that no failure to give such notice nor any defect therein shall affect the validity of the redemption of any share of Series A PIK Preferred Stock to be redeemed except as to the holder to whom the Corporation has failed to give said notice or except as to the holder whose notice was defective. Each such notice shall state: (i) the redemption date; (ii) the number of shares of Series A PIK Preferred Stock to be redeemed and, if less than all the shares held by such holder are to be redeemed, the number of shares to be redeemed from such holder; (iii) the Redemption Payment (including the method of payment (i.e., cash, Common Stock or a combination thereof)), as applicable; (iv) if not all of the shares of the Series A PIK Preferred Stock are held through the Depository Trust Company (“DTC”), the place or places where certificates for such shares are to be surrendered for payment of the Redemption Payment, as applicable; (v) the specific provision hereof pursuant to which such redemption is to be made; and (vi) that dividends on the shares to be redeemed will cease to accrue on such redemption date. Each such notice shall be effective upon delivery if given by hand or upon deposit with a nationally recognized overnight courier if given by such a courier.

(b) Notice having been given as aforesaid, from and after the redemption date (unless default shall be made by the Corporation in providing money or shares of Common Stock for the payment of the Redemption Payment of the shares called for redemption), dividends on the shares of Series A PIK Preferred Stock called for redemption shall cease to accrue, and such shares shall no longer be deemed to be outstanding and shall have the status of authorized but unissued shares of Series A PIK Preferred Stock, unclassified as to series, and shall not be reissued as shares of Series A PIK Preferred Stock, and all rights of the holders thereof attendant to their ownership of Series A PIK Preferred Stock as stockholders of the Corporation (except the right to receive from the Corporation the Redemption Payment) shall cease. Upon surrender in accordance with said notice of the certificates for any shares so redeemed (properly endorsed or assigned for transfer, if the Board of Directors of the Corporation shall require and the notice shall so state), such shares shall be redeemed by the Corporation, and the Corporation shall make the required Redemption Payment.

(c) If a notice of redemption shall have been given, and if, prior to the redemption date, the Corporation shall have irrevocably deposited the aggregate Redemption Payment of the shares of Series A PIK Preferred Stock to be redeemed in trust for the pro rata benefit of the holders of the shares of Series A PIK Preferred Stock to be redeemed, so as to be and to continue to be available therefor, with a bank or trust company that is organized under the laws of the United States of America or any state thereof, has capital and surplus of not less than \$250,000,000 and has, or, if it has no publicly traded debt securities rated by a nationally recognized rating agency, is the subsidiary of a bank holding company that has, publicly traded debt securities rated at least “A” or the equivalent thereof by Standard & Poor’s Corporation or “A-2” or the equivalent by Moody’s Investor Service Inc., then upon making such deposit, all rights of holders of the shares so called for redemption shall cease, except (i) as otherwise set forth herein and (ii) for the right of holders of such shares to receive the Redemption Payment against delivery of such shares, but without interest after the actual redemption date, and such shares shall cease to be outstanding. Any funds so deposited that are unclaimed by holders of shares at the end of three years from such redemption date shall be repaid to the Corporation upon its request, after which repayment the holders of shares of Series A PIK Preferred Stock so called for redemption shall thereafter be entitled to look only to the Corporation for payment of the Redemption Payment.

Section 6. No Conversion or Exchange Rights.

The holders of the shares of the Series A PIK Preferred Stock shall not have any right to convert such shares into or exchange such shares for any other class or series of stock or obligations of the Corporation.

Section 7. Liquidation Rights.

(a) In the case of the liquidation, bankruptcy, dissolution or winding up of the Corporation, in each case, whether voluntary or involuntary, holders of outstanding shares of Series A PIK Preferred Stock shall be entitled to receive, from the net assets of the Corporation available for distribution to stockholders, an amount in cash equal to the Liquidation Preference, plus any accrued and unpaid dividends to the payment date, as set forth herein, before any payment or distribution is made to the holders of Common Stock or any other Junior Liquidation Stock, but the holders of the shares of the Series A PIK Preferred Stock will not be entitled to receive the liquidation preference of such shares until the liquidation preference of any Senior Liquidation Stock has been paid in full.

(b) The holders of Series A PIK Preferred Stock and any Parity Liquidation Stock shall share ratably in any liquidation, distribution or winding up of the Corporation (after payment of the liquidation preference of the Senior Liquidation Stock) in which the net assets or the proceeds thereof are not sufficient to pay in full the aggregate of the amounts payable thereon, in the same ratio that the respective amounts which would be payable on such distribution if the amounts to which the holders of all the outstanding shares of Series A PIK Preferred Stock and Parity Liquidation Stock are entitled were paid in full, bear to each other.

(c) A Change of Control, as defined below, shall be considered a liquidation, dissolution or winding up of the Corporation for the purpose of this Section 7; provided that the Corporation shall be able to pay the Liquidation Preference, plus any accrued and unpaid dividends to the payment date, by making a Redemption Payment, and such Redemption Payment shall be made pursuant to the procedures set forth in Section 4 hereof. For purposes hereof, a “Change of Control” shall mean (i) a sale or transfer of all or substantially all of the Corporation’s property or assets or (ii) a consolidation or merger of the Corporation with another corporation, other than a consolidation or merger in which the capital stock of the Corporation outstanding immediately prior to such consolidation or merger is converted into or exchanged for capital stock of the surviving or transferee Person constituting a majority of the outstanding voting power of such surviving or transferee Person immediately after giving effect to such consolidation or merger.

Section 8. Additional Classes or Series of Stock.

The Board of Directors shall have the right at any time in the future to authorize, create and issue, by resolution or resolutions, one or more additional classes or series of stock of the Corporation, and to determine and fix the distinguishing characteristics and the relative rights, preferences, privileges and other terms of the shares thereof. Any such class or series of stock may rank prior to or on a parity with or junior to the Series A PIK Preferred Stock as to dividends or upon liquidation or otherwise.

Section 9. Voting Rights; Amendments.

(a) Holders of Series A PIK Preferred Stock are entitled to one vote per whole share of Series A PIK Preferred Stock and shall vote together with holders of shares of the Common Stock as a single class and not as a separate class on all matters pursuant to which the holders of shares of Common Stock are entitled to vote pursuant to the DGCL.

(b) So long as any Series A PIK Preferred Stock is outstanding, in addition to any other vote of stockholders of the Corporation required under applicable law or the Certificate of Incorporation, the affirmative vote or consent of the holders of at least 50.1% of the outstanding shares of the Series A PIK Preferred Stock will be required for any amendment of the Certificate of Incorporation if the amendment would specifically alter or change the powers, preferences or rights of the shares of the Series A PIK Preferred Stock so as to affect them adversely.

(c) Except as set forth in this Section 9, the Series A PIK Preferred Stock shall not have any other voting powers, either general or special.

Section 10. Registration, Transfer and Exchanges. The Corporation will keep with the registrar and transfer agent of the Series A PIK Preferred Stock a register in which the Corporation will provide for the registration and transfer of shares of Series A PIK Preferred Stock. Any holder of shares of Series A PIK Preferred Stock may, at its option, in person or by duly authorized attorney, surrender the certificate representing the same for exchange at the registrar and transfer agent (duly endorsed or accompanied, if so required by the Corporation, by a written instrument of transfer duly executed by such holder or his or her duly authorized attorney) and, within a reasonable time thereafter and without expense (other than transfer taxes, if any), receive in exchange therefor one or more duly executed certificate or certificates dated as of the date to which dividends have been paid on the shares of Series A PIK Preferred Stock so surrendered, or if no dividend has yet been so paid, then dated the date hereof, and registered in such name or names, all as may be designated by such holder, for the same aggregate number of shares of Series A PIK Preferred Stock as represented by the certificate or certificates so surrendered. The Corporation covenants and agrees to take and cause to be taken all action reasonably necessary to effect such registrations, transfers and exchanges. Each share of Series A PIK Preferred Stock issued in exchange for any share shall carry the same rights to unpaid dividends and redemption payments which were carried by the share so exchanged, so that neither gain nor loss of any such right shall result from any such transfer or exchange.

The Corporation and any agent of the Corporation may treat the person in whose name any share of Series A PIK Preferred Stock is registered as the owner of such share for the purpose of receiving payment of dividends, and amounts payable on redemption and liquidation in respect of such share and for all other purposes.

Section 11. Form.

(a) The Series A PIK Preferred Stock shall initially be issued in the form of one or more permanent global shares of Preferred Stock in definitive, fully registered form with the global legend (the “Global Shares Legend”) as set forth on the form of Preferred Stock certificate attached hereto as Exhibit A (each, a “Global Preferred Share”), which is hereby incorporated in and expressly made a part of this Certificate of Designation. The Global Preferred Share may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the Corporation is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Corporation). The Global Preferred Share shall be deposited on behalf of the holders of the Series A PIK Preferred Stock represented thereby with the Registrar, at its New York office, as custodian for the Depositary, and registered in the name of the Depositary or a nominee of the Depositary, duly executed by the Corporation and countersigned and registered by the Registrar as hereinafter provided. The aggregate number of shares represented by each Global Preferred Share may from time to time be increased or decreased by adjustments made on the records of the Registrar and the Depositary or its nominee in a manner not inconsistent with this Certificate of Designation. This Section 11 shall apply only to a Global Preferred Share deposited with or on behalf of the Depositary. The Corporation shall execute and the Registrar shall, in accordance with this Section 11, countersign and deliver initially one or more Global Preferred Shares that (i) shall be registered in the name of Cede & Co. or other nominee of the Depositary and (ii) shall be delivered by the Registrar to Cede & Co., or be delivered pursuant to instructions received from Cede & Co. or be held by the Registrar as custodian for the Depositary pursuant to an agreement between the Depositary and the Registrar. Members of, or participants in, the Depositary (“Agent Members”) shall have no rights under this Certificate of Designation with respect to any Global Preferred Share held on their behalf by the Depositary or by the Registrar as the custodian of the Depositary or under such Global Preferred Share, and the Depositary may be treated by the Corporation,

the Registrar and any agent of the Corporation or the Registrar as the absolute owner of such Global Preferred Share for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Corporation, the Registrar or any agent of the Corporation or the Registrar from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and its Agent Members, the operation of customary practices of the Depository governing the exercise of the rights of a holder of a beneficial interest in any Global Preferred Share. Unless otherwise required by applicable law, owners of beneficial interests in Global Preferred Shares shall not be entitled to receive physical delivery of certificated shares of Preferred Stock, unless (x) the Depository is unwilling or unable to continue as Depository for the Global Preferred Shares and the Corporation does not appoint a qualified replacement for the Depository within 90 days, (y) the Depository ceases to be a “clearing agency” registered under the Exchange Act of 1934, as amended, or (z) the Corporation decides to discontinue the use of book-entry transfer through the Depository (or any successor Depository). In any such case, the Global Preferred Shares shall be exchanged in whole for definitive shares of Series A PIK Preferred Stock in registered form, with the same terms and of an equal aggregate Liquidation Preference. Definitive shares of Preferred Stock shall be registered in the name or names of the Person or Person specified by the Depository. To the extent required by law, the Corporation will issue Series A PIK Preferred Stock in certificate form to beneficial owners upon their written request. Such certificates shall be substantially in the form of Exhibit A hereto except for references to the Depository and its nominee, and may have such other modifications as deemed necessary or advisable by the Corporation.

(b) (i) An Officer shall sign the Global Preferred Shares for the Corporation, in accordance with the Corporation’s bylaws and applicable law, by manual or facsimile signature.

(ii) If an Officer whose signature is on a Global Preferred Share no longer holds that office at the time the Transfer Agent authenticates the Global Preferred Share, the Global Preferred Share shall be valid nevertheless.

Section 12. Transfer Agent and Registrar. The duly appointed Transfer Agent and Registrar for the Series A PIK Preferred Stock shall be BNY Mellon Shareowner Services. The Corporation may, in its sole discretion, remove the Transfer Agent and Registrar in accordance with the agreement between the Corporation and the Transfer Agent and Registrar; provided that the Corporation shall appoint a successor transfer agent who shall accept such appointment prior to the effectiveness of such removal.

Section 13. Definitions. The following terms shall have the following meanings, terms defined in the singular to have a correlative meaning when used in the plural and vice versa:

“Applicable Dividend Rate” means (i) 15% per annum from the Issue Date through the fourth anniversary of the Issue Date, (ii) 17% per annum from the day immediately following the fourth anniversary of the Issue Date through the fifth anniversary of the Issue Date, (iii) 19% per annum from the day immediately following the fifth anniversary of the Issue Date through the sixth anniversary of the Issue Date, and (iv) 21% per annum thereafter.

“Business Day” shall mean any day other than a Saturday, Sunday or any day on which banking institutions are authorized to close in New York, New York.

“Common Stock” means shares of the Class A Common Stock, par value \$.001 per share, of the Corporation or any other shares of capital stock of the Corporation into which the Common Stock is reclassified or changed.

“Depository” means DTC or its successor depository.

“Market Price” means, when used with respect to any security as of any date, the volume weighted average price of such security on the twenty (20) consecutive Trading Days immediately preceding (but not including) such date as reported for consolidated transactions with respect to securities listed on the principal national securities exchange on which such security is listed or admitted to trading; or, if such security has not been listed or admitted to trading on a national securities exchange for a minimum of twenty (20) consecutive Trading Days immediately preceding (but not including) such date, the volume weighted average price of such security on the twenty (20) consecutive Trading Days immediately preceding (but not including) such date in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotations System or such other system then in use; or, if such security has not been quoted by any such organization for a minimum of twenty (20) consecutive Trading Days immediately preceding (but not including) such date, the volume weighted average price of such security as of the twenty (20) consecutive Trading Days immediately preceding (but not including) such date furnished by a New York Stock Exchange member firm selected by the Corporation; or, if no New York Stock Exchange member firm has furnished such prices for the twenty (20) consecutive Trading Days immediately preceding (but not including) such date, such price as determined by the Board of Directors acting reasonably and in good faith, evidenced by a resolution of such Board of Directors, which resolution shall be conclusive evidence of the Board of Directors’ approval and determination of such matters.

“Officer” means the Chairman, any Vice Chairman, the Chief Executive Officer, the President, the Chief Operating Officer, any Vice President, the Chief Financial Officer, the Treasurer, or the Secretary of the Corporation.

“Person” shall mean any individual, corporation, general partnership, limited partnership, limited liability partnership, joint venture, association, joint-stock company, trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

“Registrar” shall mean the party described in Section 12 hereof.

“Trading Day” shall mean a day on which the Common Stock was traded on the Corporation’s principal national securities exchange or quotation system or in the over-the-counter market and was not suspended from trading on any national or regional securities exchange or association of over-the-counter market at the close of business on such day.

“Transfer Agent” shall mean the party described in Section 12 hereof.

Section 14. Miscellaneous.

(a) The Series A PIK Preferred Stock is not entitled to any preemptive or subscription rights in respect of any securities of the Corporation.

(b) Whenever possible, each provision hereof shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise adversely affecting the remaining provisions hereof. If a court of competent jurisdiction should determine that a provision hereof would be valid or enforceable if a period of time were extended or shortened or a particular percentage were increased or decreased, then such court may make such change as shall be necessary to render the provision in question effective and valid under applicable law.

(c) The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

(d) If any of the voting powers, preferences and relative, participating, optional and other special rights of the Series A PIK Preferred Stock and qualifications, limitations and restrictions thereof set forth herein is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other voting powers, preferences and relative, participating, optional and other special rights of Series A PIK Preferred Stock and qualifications, limitations and restrictions thereof set forth herein which can be given effect without the invalid, unlawful or unenforceable voting powers, preferences and relative, participating, optional and other special rights of Series A PIK Preferred Stock and qualifications, limitations and restrictions thereof shall, nevertheless, remain in full force and effect, and no voting powers, preferences and relative, participating, optional or other special rights of Series A PIK Preferred Stock and qualifications, limitations and restrictions thereof herein set forth shall be deemed dependent upon any other such voting powers, preferences and relative, participating, optional or other special rights of Series A PIK Preferred Stock and qualifications, limitations and restrictions thereof unless so expressed herein.

(e) If any of the Series A PIK Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Corporation shall issue, in exchange and in substitution for and upon cancellation of the mutilated Series A PIK Preferred Stock certificate, or in lieu of and substitution for the Series A PIK Preferred Stock certificate lost, stolen or destroyed, a new Series A PIK Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Series A PIK Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Series A PIK Preferred Stock certificate and indemnity, if requested, satisfactory to the Corporation and the Transfer Agent.

(f) RECEIPT AND ACCEPTANCE OF A SHARE OR SHARES OF THE SERIES A PIK PREFERRED STOCK BY OR ON BEHALF OF A HOLDER SHALL CONSTITUTE THE UNCONDITIONAL ACCEPTANCE BY THE HOLDER (AND ALL OTHERS HAVING BENEFICIAL OWNERSHIP OF SUCH SHARE OR SHARES) OF ALL OF THE TERMS AND PROVISIONS OF THIS CERTIFICATE. NO SIGNATURE OR OTHER FURTHER MANIFESTATION OF ASSENT TO THE TERMS AND PROVISIONS OF THIS CERTIFICATE SHALL BE NECESSARY FOR ITS OPERATION OR EFFECT AS BETWEEN THE CORPORATION AND THE HOLDER (AND ALL SUCH OTHERS).

IN WITNESS WHEREOF, CHARTER COMMUNICATIONS, INC. has caused this Certificate to be signed by its [], as of the [] day of [] 2009.

CHARTER COMMUNICATIONS, INC.

By: _____

Name: []

Title: []

FORM OF SERIES A 15% PAY-IN-KIND PREFERRED STOCK

Number: _____
Shares _____
CUSIP NO.:

SERIES A 15% PAY-IN-KIND PREFERRED STOCK

(PAR VALUE \$.001 PER SHARE)

(LIQUIDATION PREFERENCE \$1,000 PER SHARE)

OF

CHARTER COMMUNICATIONS, INC.

FACE OF SECURITY

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. HAS AN INTEREST HEREIN. TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR’S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE CERTIFICATE OF DESIGNATIONS REFERRED TO BELOW.

Charter Communications, Inc., a Delaware corporation (the “Corporation”), hereby certifies that Cede & Co. or registered assigns (the “Holder”) is the registered owner of _____ fully paid and non-assessable shares of preferred stock of the Corporation designated the Series A 15% Pay-in-Kind Preferred Stock, par value \$.001 per share and liquidation preference \$1,000 per share (the “Series A PIK Preferred Stock”). The shares of Series A PIK Preferred Stock are transferable on the books and records of the Registrar, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designation, rights, privileges, restrictions, preferences and other terms and provisions of the Preferred Stock represented hereby are issued and shall in all respects be subject to the provisions of the Certificate of Designation of the Corporation dated [], 2009, as the same may be amended from time to time in accordance with its terms (the “Certificate Of Designation”). Capitalized terms used but not defined herein shall have the respective meanings given to them in the Certificate of Designation. The Corporation will provide a copy of the Certificate of Designation to a Holder without charge upon written request to the Corporation at its principal place of business.

Upon receipt of this certificate, the Holder is bound by the Certificate of Designation and is entitled to the benefits thereunder.

Unless the Transfer Agent's Certificate of Authentication hereon has been properly executed, the shares of Preferred Stock evidenced hereby shall not be entitled to any benefit under the Certificate of Designation or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, Charter Communications, Inc. has executed this certificate as of the date set forth below.

CHARTER COMMUNICATIONS, INC.

By: _____
Name:
Title:

Dated:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers the shares of Series A PIK Preferred Stock evidenced hereby to:

(Insert assignee’s social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints:

as agent to transfer the shares of Preferred Stock evidenced hereby on the books of the Transfer Agent and Registrar. The agent may substitute another to act for him or her.

Date: _____

Signature: _____
(Sign exactly as your name appears on the other side of this Preferred Stock Certificate)

Signature Guarantee: _____¹

¹ Signature must be guaranteed by an “eligible guarantor institution” (i.e., a bank, stockbroker, savings and loan association or credit union) meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES FOR GLOBAL SECURITY

The initial number of shares of Series A PIK Preferred Stock represented by this Global Preferred Share shall be _____. The following exchanges of a part of this Global Preferred Share have been made:

<u>Date Of Exchange</u>	<u>Amount Of Increase In The Number Of Shares Represented By This Global Preferred Share</u>	<u>Number Of Shares Represented By Global Preferred Share Following Such Increase Or Decrease</u>
-------------------------	--	---

Signature Of Authorized
Officer Of Registrar: _____

Annex C - List of Rollover Commitment Parties and Total Commitment Amount

Holder*	Principal Rolled (in \$M)
Apollo	-
Capital Research	-
Fidelity	-
Franklin	-
Lord, Abbett	-
MFC Global Investment	-
Oaktree	-
WAMCO	-
<i>Total</i>	<i>1,209.8</i>

* Obligations several and not joint.

**Annex D - List of New CCH II Notes Commitment Parties
and Total Commitment Amount**

Holder*	New Debt Commitment (in \$M)
Capital Research	-
Lord, Abbett	-
MFC Global Investment	-
WAMCO	-
<i>Total</i>	<i>267.0</i>

* Obligations several and not joint.

Annex E - List of Equity Backstop Parties and Total Commitment Amount

Holder*	Equity Backstop (in \$M)	Excess Backstop (in \$M)
Apollo	-	-
Crestview	-	-
Franklin	-	-
MFC Global Investment	-	-
Oaktree	-	-
WAMCO	-	-
Total	1,623.3	741.1

* Obligations several and not joint.

FORM OF WARRANT AGREEMENT

[CCH Note Claims]

THIS WARRANT AGREEMENT (this “Agreement”) is made as of the [____] day of [____], 2009 between Charter Communications, Inc., a Delaware corporation, with offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131 (the “Company”), and Mellon Investor Services LLC, a New Jersey limited liability company (the “Warrant Agent”).

WHEREAS, on [____], the Company, Charter Investment, Inc. and the direct and indirect debtor subsidiaries of the Company (collectively, the “Debtors”) filed petitions with the United States Bankruptcy Court (the “Bankruptcy Court”) under Title 11 of the United States Code, 11 U.S.C. §§ 101-1330.

WHEREAS, the Company proposes to issue an aggregate of [____] shares of New Common Stock (as defined below) pursuant to the order of the United States Bankruptcy Court in [____] Case No. [____], and the Plan of Reorganization confirmed therein in connection with the reorganization of the Company under Chapter 11 of Title 11 of the United States Code;

WHEREAS, the Company proposes to issue, at the Effective Date (as defined below), warrants (the “Warrants”) to purchase, in the aggregate, [____] shares of New Common Stock at an exercise price of \$[____],¹ to all holders of CCH Notes Claims (as defined below), on a pro rata basis, based upon the proportion that the outstanding principal amount of CCH Notes (as defined below) held by such holder bears to the total outstanding principal amount of CCH Notes;

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the Warrants;

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, exercise and cancellation of the Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent, as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

¹ Exercise price per share to be based on a total equity value of \$5.8 billion.

ARTICLE I

DEFINITIONS

Section 1.1 Definition of Terms. As used in this Agreement, the following capitalized terms shall have the following respective meanings:

(a) “Business Day” shall mean any day other than a Saturday, Sunday or other day on which banks in the State of New York or New Jersey are authorized by law to remain closed.

(b) “Beneficial Holder” shall mean any Person that holds beneficial interests in a Global Warrant Certificate.

(c) “Board” shall mean the Board of Directors of the Company.

(d) “CCH Note” has the meaning set forth in the Plan of Reorganization.

(e) “CCH Notes Claim” has the meaning set forth in the Plan of Reorganization.

(f) “Effective Date” has the meaning set forth in the Plan of Reorganization.

(g) “Expiration Date” shall mean 5:00 p.m., New York City time, on [_____],² or if such day is not a Business Day, the next succeeding day which is a Business Day.

(h) “NASDAQ” shall mean The NASDAQ Stock Market (including any of its subdivisions such as the NASDAQ Global Select Market) or any successor market thereto.

(i) “New Common Stock” shall mean Class A common stock, \$.001 par value per share, of the Company. For purposes of Article V hereof, references to “shares of New Common Stock” shall be deemed to include shares of any other class of stock resulting from successive changes or reclassifications of the New Common Stock consisting solely of changes in par value or from no par value to par value and vice versa.

(j) “NYSE” shall mean The New York Stock Exchange or any successor stock exchange thereto.

(k) “Person” shall mean any individual, firm, corporation, limited liability company, partnership, trust or other entity, and shall include any successor (by merger or otherwise) thereof or thereto.

² Note to Draft: 5 years from the Effective Date.

(l) “Plan of Reorganization” shall mean the joint plan of reorganization of the Debtors as finally approved by the bankruptcy court before which the Debtors’ case under Chapter 11 of Title 11 of the United States Code was pending.

(m) “Regular Dividend” means any regularly scheduled cash dividend that (i) is declared or paid after the later to occur of (A) the date upon which the Specified Fees and Expenses have been paid in full and (B) the second anniversary of the Effective Date and (ii) together with all other regularly scheduled cash dividends paid or declared during the applicable fiscal year, does not exceed forty-five percent (45%) of the consolidated net income (determined in accordance with United States generally accepted accounting principles) of the Company and its consolidated subsidiaries for the preceding fiscal year.

(n) “Securities Act” shall mean the Securities Act of 1933, as amended.

(o) “Specified Fees and Expenses” has the meaning set forth in the Plan of Reorganization.

(p) “Warrant Shares” shall mean New Common Stock and any other securities purchased or purchasable upon exercise of the Warrants (and, if the context requires, securities which may thereafter be issued by the Company in respect of any such securities, by means of any stock splits, stock dividends, recapitalizations, reclassifications or the like, including as set forth in Article V).

Section 1.2 Table of Defined Terms.

<u>Term</u>	<u>Section Number</u>
Agreement	Recitals
Appropriate Officer	Section 3.3(a)
Bankruptcy Court	Recitals
Book-Entry Warrants	Section 3.1
Company	Recitals
Depository	Section 3.2(b)
Exercise Amount	Section 4.5(a)
Exercise Form	Section 4.3(a)
Exercise Price	Section 4.1
Extraordinary Distribution	Section 5.1(b)
FMV	Section 4.5(c)
Fundamental Change	Section 5.1(c)
Global Warrant Certificates	Section 3.2(a)
Holder	Section 4.1
Net Issuance Exercise Date	Section 4.4(b)
Net Issuance Right	Section 4.5(b)
Net Issuance Warrant Shares	Section 4.5(b)
Registered Holder	Section 3.4(d)
Warrants	Recitals
Warrant Agent	Recitals
Warrant Register	Section 3.4(b)

ARTICLE II**APPOINTMENT OF WARRANT AGENT**

Section 2.1 Appointment. The Company hereby appoints the Warrant Agent to act as agent for the Company in respect of the Warrants upon the express terms and subject to the conditions herein set forth (and no implied terms), and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the terms and conditions set forth in this Agreement.

ARTICLE III**WARRANTS**

Section 3.1 Issuance of Warrants. On the terms and subject to the conditions of this Agreement and in accordance with the terms of the Plan of Reorganization, on the Effective Date, Warrants to purchase the Warrant Shares will be issued by the Company to all holders of CCH Notes Claims, on a pro rata basis, based upon the proportion that the outstanding principal amount of CCH Notes held by such holder bears to the total outstanding principal amount of CCH Notes. On such date, the Company will deliver, or cause to be delivered to the Depositary, one or more Global Warrant Certificates evidencing a portion of the Warrants. Upon receipt by the Warrant Agent of a written order of the Company pursuant to Section 3.4 hereof, the remainder of the Warrants shall be issued by book-entry registration on the books of the Warrant Agent ("Book-Entry Warrants") and shall be evidenced by statements issued by the Warrant Agent from time to time to the Registered Holders of Book-Entry Warrants reflecting such book-entry position (the "Warrant Statements"). The maximum number of shares of New Common Stock issuable pursuant to the Warrants shall be [_____] shares, as such amount may be adjusted from time to time pursuant to this Agreement. The Company shall promptly notify the Warrant Agent in writing upon the occurrence of the Effective Date and, if such notification is given orally, the Company shall confirm same in writing on or prior to the Business Day next following. Until such notice is received by the Warrant Agent, the Warrant Agent may presume conclusively for all purposes that the Effective Date has not occurred.

Section 3.2 Form of Warrant.

(a) Subject to Section 6.1 of this Agreement, the Warrants shall be issued either (i) via book-entry registration on the books and records of the Warrant Agent and evidenced by the Warrant Statements, in substantially the form set forth in Exhibit A-1 attached hereto, or (ii) in the form of one or more global certificates (the "Global Warrant Certificates"), with the forms of election to exercise and of assignment printed on the reverse thereof, in substantially the form set forth in Exhibit A-2 attached hereto. The Warrant Statements and Global Warrant Certificates may bear such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Agreement, may have such letters, numbers or other marks of identification if required to comply with any law or with any rules made pursuant thereto or with any rules of any securities exchange.

(b) The Global Warrant Certificates shall be deposited on or after the Effective Date with the Warrant Agent and registered in the name of Cede & Co., as the nominee of The Depository Trust Company (the “Depository”). Each Global Warrant Certificate shall represent such number of the outstanding Warrants as specified therein, and each shall provide that it shall represent the aggregate amount of outstanding Warrants from time to time endorsed thereon and that the aggregate amount of outstanding Warrants represented thereby may from time to time be reduced or increased, as appropriate, in accordance with the terms of this Agreement.

Section 3.3 Execution of Global Warrant Certificates.

(a) The Global Warrant Certificates shall be signed on behalf of the Company by its Chairman of the Board of Directors, its Chief Executive Officer, its President, any Senior Vice President or its Treasurer (each, an “Appropriate Officer”). Each such signature upon the Global Warrant Certificates may be in the form of a facsimile signature of any such Appropriate Officer and may be imprinted or otherwise reproduced on the Global Warrant Certificates and for that purpose the Company may adopt and use the facsimile signature of any Appropriate Officer.

(b) If any Appropriate Officer who shall have signed any of the Global Warrant Certificates shall cease to be such Appropriate Officer before the Global Warrant Certificates so signed shall have been countersigned by the Warrant Agent or disposed of by the Company, such Global Warrant Certificates nevertheless may be countersigned and delivered or disposed of as though such Appropriate Officer had not ceased to be such Appropriate Officer of the Company; and any Global Warrant Certificate may be signed on behalf of the Company by any person who, at the actual date of the execution of such Global Warrant Certificate, shall be a proper Appropriate Officer of the Company to sign such Global Warrant Certificate, although at the date of the execution of this Agreement any such person was not such Appropriate Officer.

Section 3.4 Registration and Countersignature.

(a) Upon receipt of a written order of the Company, the Warrant Agent shall (i) register in the Warrant Register the Book-Entry Warrants and deliver Warrant Statements to the Registered Holders of Book-Entry Warrants and (ii) upon receipt of the Global Warrant Certificates duly executed on behalf of the Company, either manually or by facsimile signature countersign one or more Global Warrant Certificates evidencing Warrants and deliver such Global Warrant Certificates to or upon the written order of the Company. Such written order of the Company shall specifically state the number of Warrants that are to be issued as Book-Entry Warrants and the number of Warrants that are to be issued as a Global Warrant Certificate. A Global Warrant Certificate shall be, and shall remain, subject to the provisions of this Agreement until such time as all of the Warrants evidenced thereby shall have been duly exercised or shall have expired or been canceled in accordance with the terms hereof.

(b) No Global Warrant Certificate shall be valid for any purpose, and no Warrant evidenced thereby shall be exercisable, until such Global Warrant Certificate has been either manually or by facsimile signature countersigned by the Warrant Agent. Such signature by the Warrant Agent upon any Global Warrant Certificate executed by the Company shall be

conclusive evidence that such Global Warrant Certificate so countersigned has been duly issued hereunder.

(c) The Warrant Agent shall keep, at an office designated for such purpose, books (the “Warrant Register”) in which, subject to such reasonable regulations as it may prescribe, it shall register the Book-Entry Warrants as well as any Global Warrant Certificates and exchanges and transfers of outstanding Warrants in accordance with the procedures set forth in Section 6.1 of this Agreement, all in form satisfactory to the Company and the Warrant Agent. No service charge shall be made for any exchange or registration of transfer of the Warrants, but the Company may require payment of a sum sufficient to cover any stamp or other tax or other charge that may be imposed on the Registered Holder in connection with any such exchange or registration of transfer. Notwithstanding anything in this Agreement to the contrary, the Warrant Agent shall have no obligation to take any action whatsoever with respect to an exchange or registration of transfer unless and until it is reasonably satisfied that all such payments required by the immediately preceding sentence have been made.

(d) Prior to due presentment for registration of transfer or exchange of any Warrant in accordance with the procedures set forth in this Agreement, the Company and the Warrant Agent may deem and treat the Person in whose name any Warrant is registered upon the Warrant Register (the “Registered Holder” of such Warrant) as the absolute owner of such Warrant (notwithstanding any notation of ownership or other writing on a Global Warrant Certificate made by anyone other than the Company or the Warrant Agent), for the purpose of any exercise thereof, any distribution to the holder thereof and for all other purposes, and neither the Warrant Agent nor the Company shall be affected by notice to the contrary.

ARTICLE IV

TERMS AND EXERCISE OF WARRANTS

Section 4.1 Exercise Price. On the Effective Date, each Warrant shall entitle (i) in the case of the Book-Entry Warrants, the Registered Holder thereof and (ii) in the case of Warrants held through the book-entry facilities of the Depository or by or through Persons that are direct participants in the Depository, the Beneficial Holder thereof ((i) and (ii) collectively, the “Holder”), subject to the provisions of such Warrant and of this Agreement, to purchase from the Company (and the Company shall issue and sell to each Holder) the number of Warrant Shares, at the price of \$[_____]³ per whole share (as the same may be hereafter adjusted pursuant to Article V, the “Exercise Price”), specified in such Warrant.

Section 4.2 Duration of Warrants. Warrants may be exercised by the Holder thereof, in whole or in part, at any time and from time to time during the period commencing on the Effective Date and terminating at 5:00 p.m., New York City time, on the Expiration Date. Any Warrant, or any portion thereof, not exercised prior to 5:00 p.m., New York City time, on the Expiration Date, shall become permanently and irrevocably null and void at 5:00 p.m., New

³ Exercise price per share to be based on a total equity value of \$5.8 billion.

York City time, on the Expiration Date, and all rights thereunder and all rights in respect thereof under this Agreement shall cease at such time.

Section 4.3 Method of Exercise.

(a) Subject to the provisions of the Warrants and this Agreement, the Holder of a Warrant may exercise such Holder's right to purchase the Warrant Shares, in whole or from time to time in part, by: (x) in the case of Persons who hold Book-Entry Warrants, providing an exercise form for the election to exercise such Warrant ("Exercise Form") substantially in the form of Exhibit B-1 hereto, properly completed and duly executed by the Registered Holder thereof, and, in the case of an exercise for cash pursuant to Section 4.5(a), providing payment of the Exercise Amount, to the Warrant Agent, and (y) in the case of Warrants held through the book-entry facilities of the Depository or by or through Persons that are direct participants in the Depository, providing an Exercise Form (as provided by such Holder's broker), properly completed and duly executed by the Beneficial Holder thereof, and, in the case of an exercise for cash pursuant to Section 4.5(a), providing payment of the Exercise Amount, to its broker.

(b) Any exercise of a Warrant pursuant to the terms of this Agreement shall be irrevocable and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with its terms.

(c) The Warrant Agent shall:

(i) examine all Exercise Forms and all other documents delivered to it by or on behalf of Holders as contemplated hereunder to ascertain whether or not, on their face, such Exercise Forms and any such other documents have been executed and completed in accordance with their terms and the terms hereof;

(ii) where an Exercise Form or other document appears on its face to have been improperly completed or executed or some other irregularity in connection with the exercise of the Warrants exists, endeavor to inform the appropriate parties (including the Person submitting such instrument) of the need for fulfillment of all requirements, specifying those requirements which appear to be unfulfilled;

(iii) inform the Company of and cooperate with and assist the Company in resolving any reconciliation problems between Exercise Forms received and the delivery of Warrants to the Warrant Agent's account;

(iv) advise the Company no later than five (5) Business Days after receipt of an Exercise Form, of (A) the receipt of such Exercise Form and the number of Warrants exercised in accordance with the terms and conditions of this Agreement, (B) the instructions with respect to delivery of the Warrant Shares deliverable upon such exercise, subject to timely receipt from the Depository of the necessary information, and (C) such other information as the Company shall reasonably require;

(v) if requested by the Company and provided with the Warrant Shares and all other necessary information, liaise with the Depository and endeavor to deliver the

Warrant Shares to the relevant accounts at the Depository in accordance with its customary requirements; and

(vi) account promptly to the Company with respect to Warrants exercised and promptly deposit all monies received by the Warrant Agent for the purchase of Warrant Shares through the exercise of Warrants in the account of the Company maintained with the Warrant Agent for such purpose.

(d) The Company reserves the right to reasonably reject any and all Exercise Forms not in proper form. Such determination by the Company shall be final and binding on the Holders of the Warrants, absent manifest error. Moreover, the Company reserves the absolute right to waive any of the conditions to the exercise of Warrants or defects in Exercise Forms with regard to any particular exercise of Warrants. Neither the Company nor the Warrant Agent shall be under any duty to give notice to the Holders of the Warrants of any irregularities in any exercise of Warrants, nor shall it incur any liability for the failure to give such notice.

Section 4.4 Issuance of Warrant Shares.

(a) Upon exercise of any Warrants pursuant to Section 4.3 and, if applicable, clearance of the funds in payment of the Exercise Price, the Company shall promptly at its expense, and in no event later than ten (10) Business Days thereafter, calculate and cause to be issued to the Holder of such Warrants the total number of whole Warrant Shares for which such Warrants are being exercised (as the same may be hereafter adjusted pursuant to Article V):

(i) in the case of a Beneficial Holder who holds the Warrants being exercised through the Depository's book-entry transfer facilities, by same-day or next-day credit to the Depository for the account of such Beneficial Holder or for the account of a participant in the Depository the number of Warrant Shares to which such Person is entitled, in each case registered in such name and delivered to such account as directed in the Exercise Form by such Beneficial Holder or by the direct participant in the Depository through which such Beneficial Holder is acting, or

(ii) in the case of a Registered Holder who holds the Warrants being exercised in the form of Book-Entry Warrants, a book-entry interest in the Warrant Shares registered on the books of the Company's transfer agent or, at the Registered Holder's option, by delivery to the address designated by such Registered Holder on its Exercise Form of a physical certificate representing the number of Warrant Shares to which such Registered Holder is entitled, in fully registered form, registered in such name or names as may be directed by such Registered Holder.

(b) Any exercise of Net Issuance Right pursuant to Section 4.5(b) shall be effective upon receipt by the Warrant Agent of the Exercise Form properly completed and duly executed, or on such later date as is specified therein (the "Net Issuance Exercise Date"). The Holder of the Warrants shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise as of the time of receipt of the Exercise Form and payment of the aggregate Exercise Price for the Warrant Shares for which a Warrant is then being exercised, in the case of an exercise for cash pursuant to Section 4.5(a), or as of the Net Issuance Exercise Date, in the

case of a net issuance exercise pursuant to Section 4.5(b), except that, if the date of such receipt and payment or the Net Issuance Exercise Date is a date when the stock transfer books of the Company are closed, the Holder shall be deemed to have become the holder of such shares at the close of business on the next succeeding date on which the stock transfer books are open. Warrants may not be exercised by, or securities issued to, any Holder in any state in which such exercise or issuance would be unlawful.

(c) If less than all of the Warrants evidenced by a Global Warrant Certificate or Warrant Statement, as applicable, surrendered upon the exercise of Warrants are exercised at any time prior to the Expiration Date, a new Global Warrant Certificate or Warrant Statement, as applicable, shall be issued for the remaining number of Warrants evidenced by such Global Warrant Certificate or Warrant Statement, as applicable, so surrendered, and the Warrant Agent is hereby authorized to countersign and deliver the required new Global Warrant Certificate or Warrant Statement, as applicable, pursuant to the provisions of Section 3.4 and this Section 4.4.

Section 4.5 Exercise of Warrant.

(a) *Right to Exercise for Cash.* Warrants or any portion thereof may be exercised by the Holders thereof at any time or from time to time during the period specified in Section 4.2 hereof by delivery of payment to the Warrant Agent, for the account of the Company, by certified or bank cashier's check payable to the order of the Company (or as otherwise agreed to by the Company), in lawful money of the United States of America, of the full Exercise Price for the number of Warrant Shares specified in the Exercise Form (which shall be equal to the Exercise Price multiplied by the number of Warrant Shares in respect of which any Warrants are being exercised) and, to the extent required by Section 8.1 hereof, any and all applicable taxes and charges due in connection with the exercise of Warrants and the exchange of Warrants for Warrant Shares (the "Exercise Amount").

(b) *Right to Exercise on a Net Issuance Basis.* In lieu of exercising Warrants for cash pursuant to Section 4.5(a), Holders shall have the right to exercise Warrants or any portion thereof (the "Net Issuance Right") for Warrant Shares as provided in this Section 4.5(b) at any time or from time to time during the period specified in Section 4.2 hereof by the surrender to the Warrant Agent of a duly executed and properly completed Exercise Form marked to reflect net issuance exercise. Upon exercise of the Net Issuance Right with respect to a particular number of Warrant Shares subject to such Warrants and noted on the Exercise Form (the "Net Issuance Warrant Shares"), the Company shall calculate and deliver or cause to be delivered to the Holder (without payment by the Holder of any Exercise Amount or any cash or other consideration) that number of fully paid and nonassessable Warrant Shares (subject to the provisions of Section 4.7) equal to the quotient obtained by dividing (x) the value of such Warrants (or the specified portion hereof) on the Net Issuance Exercise Date, which value shall be determined by subtracting (A) the aggregate Exercise Amount of the Net Issuance Warrant Shares immediately prior to the exercise of the Net Issuance Right from (B) the aggregate fair market value of the Net Issuance Warrant Shares issuable upon exercise of such Warrants (or the specified portion thereof) on the Net Issuance Exercise Date (as defined above) by (y) the fair market value of one Warrant Share on the Net Issuance Exercise Date. Expressed as a formula, such net issuance exercise shall be computed as follows:

$$X = \frac{B - A}{Y}$$

- Where:
- X = the number of Warrant Shares issuable to the Holder thereof
 - Y = the FMV of one Warrant Share as of the Net Issuance Exercise Date
 - A = the aggregate Exercise Amount (i.e., Net Issuance Warrant Shares x Exercise Price, plus, to the extent required by Section 8.1 hereof, any and all applicable taxes and charges due in connection with the exercise of the applicable Warrants and the exchange of such Warrants for such Net Issuance Warrant Shares)
 - B = the aggregate FMV (i.e., FMV x Net Issuance Warrant Shares)

If the foregoing calculation results in a negative number, then no Warrant Shares shall be issuable upon exercise of the Net Issuance Right by the applicable Holder.

(c) *Determination of Fair Market Value.* For purposes of this Section 4.5, “fair market value” or “FMV” of a Warrant Share as of the Net Issuance Exercise Date shall mean:

(i) if traded on the NYSE, NASDAQ or another stock exchange, the trailing 20-day volume-weighted average price of the Warrant Shares on the NYSE, NASDAQ or such other exchange for the period ending on the trading day immediately prior to the Net Issuance Exercise Date;

(ii) if traded over-the-counter, the trailing 20-day volume-weighted average price of the Warrant Shares for the period ending on the trading day immediately prior to the Net Issuance Exercise Date; and

(iii) if there is no public market for the Warrant Shares, a good faith determination of such fair market value by the Board after consultation with an investment banking firm of nationally recognized standing.

(d) *Determination of the Number of Warrant Shares to be Issued.* The number of Warrant Shares to be issued on each such exercise will be determined by the Company (with written notice thereof to the Warrant Agent) using the formula set forth in this Section 4.5. The Warrant Agent shall have no duty or obligation to investigate or confirm whether the Company’s determination of the number of Warrant Shares to be issued on such exercise, pursuant to this Section 4.5, is accurate or correct.

Section 4.6 Reservation of Shares. The Company hereby agrees that at all times there shall be reserved for issuance and delivery upon exercise of Warrants such number of Warrant Shares as may be from time to time issuable upon exercise in full of the Warrants. All Warrant Shares shall be duly authorized, and when issued upon such exercise, shall be validly issued, fully paid and non-assessable, free and clear of all taxes (subject to Section 8.1), liens, security

interests, charges and other encumbrances or restrictions of any kind (other than any applicable restrictions under federal and state securities laws) and free and clear of all preemptive rights or similar rights of stockholders, and the Company shall take all such action as may be necessary or appropriate in order that the Company may validly and legally issue all Warrant Shares in compliance with this sentence. If at any time prior to the Expiration Date the number and kind of authorized but unissued shares of the Company's capital stock shall not be sufficient to permit exercise in full of the Warrants, the Company will promptly take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares to such number of shares as shall be sufficient for such purposes. The Company agrees that its issuance of Warrants shall constitute full authority to its officers who are charged with the issuance of Warrant Shares to issue shares of New Common Stock upon the exercise of Warrants. Without limiting the generality of the foregoing, the Company will not increase the stated or par value per share, if any, of the New Common Stock above the Exercise Price in effect immediately prior to such increase in stated or par value and will from time to time take all actions reasonably necessary to ensure that the stated or par value per share, if any, of the New Common Stock is at all times less than the Exercise Price then in effect.

Section 4.7 Fractional Shares. The Company shall not be required to issue any fraction of a share of its capital stock in connection with the exercise of Warrants. All shares of capital stock issuable upon conversion of more than one Warrant by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, round such fraction of a share to the nearest whole number of shares. For the avoidance of doubt, 0.5 of a share shall be rounded to one (1) share.

Section 4.8 Listing. Subject to the restrictions on listing of New Common Stock as set forth in the Plan of Reorganization, the Company shall secure the listing of shares of New Common Stock issuable from time to time upon exercise of the Warrants or other Warrant Shares upon each national securities exchange or stock market, if any, upon which shares of New Common Stock (or securities of the same class as such other Warrant Shares, if applicable) are then listed (subject to official notice of issuance upon exercise of Warrants) and shall maintain, so long as any other shares of New Common Stock (or, as applicable, other securities) shall be so listed, such listing of all Warrant Shares from time to time issuable upon the exercise of Warrants.

Section 4.9 Redemption. The Warrants shall not be redeemable by the Company or any other Person.

ARTICLE V

ADJUSTMENT OF SHARES OF NEW COMMON STOCK PURCHASABLE AND OF EXERCISE PRICE

The Exercise Price and the number and kind of Warrant Shares shall be subject to adjustment from time to time upon the happening of certain events as provided in this Article V.

Section 5.1 Mechanical Adjustments.

(a) Subject to the provisions of Section 4.7, if at any time prior to the exercise in full of the Warrants, the Company shall (i) pay or declare a dividend or make a distribution on the New Common Stock payable in shares of its capital stock (whether shares of New Common Stock or of capital stock of any other class), (ii) subdivide, split, reclassify or recapitalize its outstanding New Common Stock into a greater number of shares, (iii) combine, reclassify or recapitalize its outstanding New Common Stock into a smaller number of shares, or (iv) issue any shares of its capital stock by reclassification of its New Common Stock (including any such reclassification in connection with a consolidation or a merger in which the Company is the continuing corporation), then the Exercise Price in effect at the time of the record date of such event shall be adjusted (either upward or downward, as the case may be) so that the Holders shall be entitled to receive the aggregate number and kind of shares which, if their Warrants had been exercised in full immediately prior to such event, the Holders would have owned upon such exercise and been entitled to receive by virtue of such event. Any adjustment required by this Section 5.1(a) shall be made successively immediately after the earlier of the record date or the effective date of such event, as applicable, whenever any event in this Section 5.1(a) shall occur, to allow the purchase of such aggregate number and kind of shares.

(b) If the Company distributes to holders of its New Common Stock any assets (including but not limited to cash, but excluding any Regular Dividends), securities, or warrants to purchase securities (including but not limited to New Common Stock), other than as described in Section 5.1(a) or Section 5.1(c) (any such non-excluded event being referred to herein as an “Extraordinary Distribution”), then the Exercise Price shall be decreased, effective immediately after the record or other distribution date of such Extraordinary Distribution, by the amount of cash and/or fair market value (as determined in good faith by the Board after consultation with an investment banking firm of nationally recognized standing) of any securities or assets paid or distributed on each share of New Common Stock in respect of such Extraordinary Distribution. Any adjustment required by this Section 5.1(b) shall be made successively immediately after the earlier of the record date or distribution date whenever any event in this Section 5.1(b) shall occur to allow the purchase of the aggregate number and kind of shares to which Holders may be entitled.

(c) If any transaction or event (including, but not limited to, any merger, consolidation, sale of assets, tender or exchange offer, reorganization, reclassification, compulsory share exchange or liquidation) occurs in which all or substantially all of the outstanding New Common Stock is converted into or exchanged for stock, other securities, cash or assets (each, a “Fundamental Change”), the Holder of each Warrant outstanding immediately prior to the occurrence of such Fundamental Change will have the right upon any subsequent exercise (and payment of the applicable Exercise Price) to receive (but only out of legally available funds, to the extent required by applicable law) the kind and amount of stock, other securities, cash and assets that such Holder would have received if such Warrant had been exercised pursuant to the terms hereof immediately prior thereto (assuming such Holder failed to exercise his rights of election, if any, as to the kind or amount of securities, cash or other property receivable upon such Fundamental Change). Any adjustment required by this Section 5.1(c) shall be made successively immediately after the earlier of the record date or the effective date, as applicable, whenever any event in this Section 5.1(c) shall occur, to allow the purchase

of the aggregate number and kind of shares or other consideration to which Holders may be entitled. The Company will not effect any capital reorganization or reclassification of its capital stock, or any consolidation or merger, or the sale of all or substantially all of its assets (where there is a change in or distribution with respect to the New Common Stock) unless prior to the consummation thereof the successor Person (if other than the Company) shall assume by written instrument the obligation to deliver to the Holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, the Holder may be entitled to purchase.

(d) Subject to the provisions of Section 4.7, whenever the Exercise Price payable upon exercise of Warrants is adjusted pursuant to Section 5.1(a), the number of Warrant Shares issuable upon exercise of each Warrant shall simultaneously be adjusted to a number of Warrant Shares determined by multiplying the number of Warrant Shares initially issuable upon exercise of each Warrant by the Exercise Price in effect on the date of such adjustment and dividing the product so obtained by the Exercise Price, as adjusted.

(e) If, at any time after the Issue Date, any adjustment is made to the applicable Exercise Price pursuant to this Section 5.1, such adjustment to the Exercise Price will be applicable with respect to all then outstanding Warrants and all Warrants issued in exchange or substitution therefor on or after the date of the event causing such adjustment to the Exercise Price.

(f) No adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Section 5.1(f) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 5.1 shall be made to the nearest cent (\$0.01) (with \$.005 being rounded upward) or to the nearest one-hundredth of a share (with .005 of a share being rounded upward), as the case may be. Notwithstanding anything in this Section 5.1 to the contrary, the Exercise Price shall not be reduced to less than the then existing par value of the New Common Stock as a result of any adjustment made hereunder.

(g) In the event that at any time, as a result of any adjustment made pursuant to Section 5.1(a), Section 5.1(b) or Section 5.1(c), the Holder thereafter shall become entitled to receive any shares of the Company other than New Common Stock, thereafter the number of such other shares so receivable upon exercise of any Warrant shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the New Common Stock contained in this Section 5.1.

(h) The Company will not take any action that results in any adjustment hereunder if the total number of shares of New Common Stock issuable after such action upon exercise in full of the Warrants, together with all shares of New Common Stock then outstanding and all shares of New Common Stock then issuable upon exercise of all options and upon conversion of all convertible securities then outstanding, would exceed the total number of shares of New Common Stock then authorized by the Company's Amended and Restated Certificate of Incorporation.

Section 5.2 Notices of Adjustment. Whenever the number and/or kind of Warrant Shares or the Exercise Price is adjusted as herein provided, the Company shall (i) prepare and deliver, or cause to be prepared and delivered, forthwith to the Warrant Agent a certificate signed by an Appropriate Officer of the Company setting forth the adjusted number and/or kind of shares purchasable upon the exercise of Warrants and the Exercise Price of such shares after such adjustment, the facts requiring such adjustment and the computation by which adjustment was made, and (ii) cause the Warrant Agent to give written notice to each Holder in the manner provided in Section 9.2 below, which notice shall state the record date or the effective date of the event in addition to the adjusted number and/or kind of shares purchasable upon the exercise of Warrants and the Exercise Price of such shares after such adjustment, the facts requiring such adjustment and the computation by which adjustment was made. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event. The Warrant Agent shall be fully protected in relying upon such a certificate and shall have no duty with respect to, and shall not be deemed to have knowledge of, any adjustments, unless and until the Warrant Agent shall have received such a certificate.

Section 5.3 Form of Warrant After Adjustments. The form of the Global Warrant Certificate need not be changed because of any adjustments in the Exercise Price or the number or kind of the Warrant Shares, and Warrants theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in Warrants, as initially issued. The Company, however, may at any time in its sole discretion make any change in the form of Global Warrant Certificate that it may deem appropriate to give effect to such adjustments and that does not affect the substance of the Global Warrant Certificate (including the rights, duties, immunities or obligations of the Warrant Agent), and any Global Warrant Certificate thereafter issued, whether in exchange or substitution for an outstanding Global Warrant Certificate or otherwise, may be in the form so changed.

ARTICLE VI

TRANSFER AND EXCHANGE OF WARRANTS AND WARRANT SHARES

Section 6.1 Registration of Transfers and Exchanges.

(a) *Transfer and Exchange of Global Warrant Certificates or Beneficial Interests Therein*. The transfer and exchange of Global Warrant Certificates or beneficial interests therein shall be effected through the Depository, in accordance with this Agreement and the procedures of the Depository therefor.

(b) *Exchange of a Beneficial Interest in a Global Warrant Certificate for a Book-Entry Warrant*.

(i) Any Holder of a beneficial interest in a Global Warrant Certificate may, upon request, exchange such beneficial interest for a Book-Entry Warrant. Upon receipt by the Warrant Agent from the Depository or its nominee of written instructions or such other form of instructions as is customary for the Depository on behalf of any Person having a beneficial interest in a Global Warrant Certificate, and all other necessary information the Warrant Agent

shall cause, in accordance with the standing instructions and procedures existing between the Depository and Warrant Agent, the number of Warrants represented by the Global Warrant Certificate to be reduced by the number of Warrants to be represented by the Book-Entry Warrants to be issued in exchange for the beneficial interest of such Person in the Global Warrant Certificate and, following such reduction, the Warrant Agent shall register in the name of the Holder a Book-Entry Warrant and deliver to said Holder a Warrant Statement.

(ii) Book-Entry Warrants issued in exchange for a beneficial interest in a Global Warrant Certificate pursuant to this Section 6.1(b) shall be registered in such names as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Warrant Agent. The Warrant Agent shall deliver such Warrant Statements to the Persons in whose names such Warrants are so registered.

(c) *Transfer and Exchange of Book-Entry Warrants.* When Book-Entry Warrants are presented to or deposited with the Warrant Agent with a written request:

(i) to register the transfer of any Book-Entry Warrants; or

(ii) to exchange any Book-Entry Warrants for an equal number of Book-Entry Warrants of other authorized denominations, the Warrant Agent shall register the transfer or make the exchange as requested if its customary requirements for such transactions are met; provided, however, that the Warrant Agent has received a written instruction of transfer in form satisfactory to the Warrant Agent, properly completed and duly executed by the Registered Holder thereof or by his attorney, duly authorized in writing.

(d) *Restrictions on Exchange or Transfer of a Book-Entry Warrant for a Beneficial Interest in a Global Warrant Certificate.* A Book-Entry Warrant may not be exchanged for a beneficial interest in a Global Warrant Certificate except upon satisfaction of the requirements set forth below. Upon receipt by the Warrant Agent of appropriate instruments of transfer with respect to a Book-Entry Warrant, in form satisfactory to the Warrant Agent, together with written instructions directing the Warrant Agent to make, or to direct the Depository to make, an endorsement on the Global Warrant Certificate to reflect an increase in the number of Warrants represented by the Global Warrant Certificate equal to the number of Warrants represented by such Book-Entry Warrant, and all other necessary information, then the Warrant Agent shall cancel such Book-Entry Warrant on the Warrant Register and cause, or direct the Depository to cause, in accordance with the standing instructions and procedures existing between the Depository and the Warrant Agent, the number of Warrants represented by the Global Warrant Certificate to be increased accordingly. If no Global Warrant Certificates are then outstanding, the Company shall issue and the Warrant Agent shall either manually or by facsimile countersign a new Global Warrant Certificate representing the appropriate number of Warrants.

(e) *Restrictions on Transfer and Exchange of Global Warrant Certificates.* Notwithstanding any other provisions of this Agreement (other than the provisions set forth in Section 6.1(f)), unless and until it is exchanged in whole for a Book-Entry Warrant, a Global Warrant Certificate may not be transferred as a whole except by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the

Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

(f) *Book-Entry Warrants.* If at any time, (i) the Depository for the Global Warrant Certificates notifies the Company that the Depository is unwilling or unable to continue as Depository for the Global Warrant Certificates and a successor Depository for the Global Warrant Certificates is not appointed by the Company within 90 days after delivery of such notice or (ii) the Company, in its sole discretion, notifies the Warrant Agent in writing that it elects to exclusively cause the issuance of Book-Entry Warrants under this Agreement, then the Warrant Agent, upon written instructions signed by an Appropriate Officer of the Company, and all other necessary information, shall register Book-Entry Warrants, in an aggregate number equal to the number of Warrants represented by the Global Warrant Certificates, in exchange for such Global Warrant Certificates in such names and in such amounts as directed by the Depository or, in the absence of instructions from the Depository, by the Company.

(g) *Restrictions on Transfer.* No Warrants or Warrant Shares shall be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

(h) *Cancellation of Global Warrant Certificate.* At such time as all beneficial interests in Global Warrant Certificates have either been exchanged for Book-Entry Warrants, repurchased or cancelled, all Global Warrant Certificates shall be returned to, or retained and cancelled by, the Warrant Agent, upon written instructions from the Company satisfactory to the Warrant Agent.

Section 6.2 Obligations with Respect to Transfers and Exchanges of Warrants.

(i) To permit registrations of transfers and exchanges, the Company shall execute Global Warrant Certificates, if applicable, and the Warrant Agent is hereby authorized, in accordance with the provisions of Section 3.4 and this Article VI, to countersign such Global Warrant Certificates, if applicable, or register Book-Entry Warrants, if applicable, as required pursuant to the provisions of this Article VI and for the purpose of any distribution of new Global Warrant Certificates contemplated by Section 7.2 or additional Global Warrant Certificates contemplated by Article V.

(ii) All Book-Entry Warrants and Global Warrant Certificates issued upon any registration of transfer or exchange of Book-Entry Warrants or Global Warrant Certificates shall be the valid obligations of the Company, entitled to the same benefits under this Agreement as the Book-Entry Warrants or Global Warrant Certificates surrendered upon such registration of transfer or exchange.

(iii) No service charge shall be made to a Holder for any registration, transfer or exchange, but the Company may require payment of a sum sufficient to cover any stamp or other tax or other charge that may be imposed on the Holder in connection with any such exchange or registration of transfer.

(iv) So long as the Depository, or its nominee, is the registered owner of a Global Warrant Certificate, the Depository or such nominee, as the case may be, will be considered the sole owner or holder of the Warrants represented by such Global Warrant

Certificate for all purposes under this Agreement. Except as provided in Section 6.1(b) and Section 6.1(f) upon the exchange of a beneficial interest in a Global Warrant Certificate for Book-Entry Warrants, Beneficial Holders will not be entitled to have any Warrants registered in their names, and will under no circumstances be entitled to receive physical delivery of any such Warrants and will not be considered the Registered Holder thereof under the Warrants or this Agreement. Neither the Company nor the Warrant Agent, in its capacity as registrar for such Warrants, will have any responsibility or liability for any aspect of the records relating to beneficial interests in a Global Warrant Certificate or for maintaining, supervising or reviewing any records relating to such beneficial interests.

(v) Subject to Section 6.1(b), Section 6.1(c), Section 6.1(d), and this Section 6.2, the Warrant Agent shall, upon receipt of all information required to be delivered hereunder, from time to time register the transfer of any outstanding Warrants in the Warrant Register, upon delivery to the Warrant Agent, at its office designated for such purpose, of a properly completed form of assignment substantially in the form of Exhibit C hereto, duly signed by the Registered Holder thereof or by the duly appointed legal representative thereof or by a duly authorized attorney, such signature to be guaranteed by a participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program and, in the case of a transfer of a Global Warrant Certificate, upon surrender to the Warrant Agent of such Global Warrant Certificate, duly endorsed. Upon any such registration of transfer, a new Global Warrant Certificate or a Warrant Statement, as the case may be, shall be issued to the transferee.

Section 6.3 Fractional Warrants. The Warrant Agent shall not be required to effect any registration of transfer or exchange which will result in the issuance of a warrant certificate for a fraction of a Warrant.

ARTICLE VII

OTHER PROVISIONS RELATING TO RIGHTS OF HOLDERS OF WARRANTS

Section 7.1 No Rights or Liability as Stockholder; Notice to Registered Holders. Nothing contained in the Warrants shall be construed as conferring upon the Holder or his, her or its transferees the right to vote or to receive dividends or to consent or to receive notice as a stockholder in respect of any meeting of stockholders for the election of directors of the Company or of any other matter, or any rights whatsoever as stockholders of the Company. No provision thereof and no mere enumeration therein of the rights or privileges of the Holder shall give rise to any liability of such holder for the Exercise Price hereunder or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company. To the extent not covered by any statement delivered pursuant to Section 5.2, the Company shall give notice to Registered Holders by registered mail if at any time prior to the expiration or exercise in full of the Warrants:

(a) any dividend or distribution (whether payable in cash, securities or other assets) upon the New Common Stock shall be proposed;

(b) an offer for subscription pro rata to the holders of New Common Stock of any additional shares of stock of any class or other securities or rights shall be proposed;

(c) a dissolution, liquidation or winding up of the Company shall be proposed;

(d) any of the following additional events shall be proposed: a capital reorganization or reclassification of the New Common Stock; any consolidation or merger of the Company with or into another Person (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or change of New Common Stock outstanding); any sale or conveyance to another Person of all or substantially all of the assets of the Company; or any other Fundamental Change.

Such giving of notice shall be initiated at least ten (10) Business Days prior to the date fixed as a record date or effective date or the date of closing of the Company's stock transfer books for the determination of the stockholders entitled to vote on any of the events described in clauses (a)-(d) immediately above. Such notice shall specify such record date or the date of closing the stock transfer books or the date the relevant event shall take place, as the case may be, a reasonably detailed description of such event, and the anticipated timing thereof. Failure to provide such notice shall not affect the validity of any action taken in connection with such proposed event. For the avoidance of doubt, no such notice shall supersede or limit any adjustment called for by Section 5.1 by reason of any event as to which notice is required by this Section 7.1.

Section 7.2 Lost, Stolen, Mutilated or Destroyed Warrants. If any Global Warrant Certificate or Warrant Statement is lost, stolen, mutilated or destroyed, the Company shall issue, and the Warrant Agent shall countersign and deliver, in exchange and substitution for and upon cancellation of the mutilated Global Warrant Certificate or Warrant Statement, as applicable, or in lieu of and substitution for such Global Warrant Certificate or Warrant Statement, as applicable, lost, stolen or destroyed, a new Global Warrant Certificate or Warrant Statement, as applicable, of like tenor and representing an equivalent number of Warrants, but only upon receipt of evidence and an affidavit reasonably satisfactory to the Company and the Warrant Agent of the loss, theft or destruction of such Global Warrant Certificate or Warrant Statement, as applicable, or the posting of an indemnity or bond of the Company and Warrant Agent for any losses in connection therewith, if requested by either the Company or the Warrant Agent, also satisfactory to them. Applicants for such substitute Global Warrant Certificates or Warrant Statement, as applicable, shall also comply with such other reasonable regulations and pay such other reasonable charges as the Company or the Warrant Agent may prescribe and as required by Section 8-405 of the Uniform Commercial Code as in effect in the State of New York.

Section 7.3 No Restrictive Legends. No legend shall be stamped or imprinted on any stock certificate for Warrant Shares issued upon the exercise of any Warrant and or stock certificate issued upon the direct or indirect transfer of any such Warrant Shares.

Section 7.4 Cancellation of Warrants. If the Company shall purchase or otherwise acquire Warrants, the Global Warrant Certificates and the Book-Entry Warrants representing such Warrants shall thereupon be deposited with or delivered to the Warrant Agent, if applicable, and be cancelled by it and retired. The Warrant Agent shall cancel all Global Warrant

Certificates surrendered for exchange, substitution, transfer or exercise in whole or in part. Such cancelled Global Warrant Certificates shall thereafter be disposed of in a manner satisfactory to the Company provided in writing to the Warrant Agent.

ARTICLE VIII

CONCERNING THE WARRANT AGENT AND OTHER MATTERS

Section 8.1 Payment of Taxes. The Company will from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of the Warrant Shares upon the exercise of Warrants, but any taxes or charges in connection with the issuance of Warrants or Warrant Shares in any name other than that of the Holder of the Warrants shall be paid by such Holder; and in any such case, the Company and the Warrant Agent shall not be required to issue or deliver any Warrants or Warrant Shares until such taxes or charges shall have been paid or it is established to the Company's and the Warrant Agent's reasonable satisfaction that no tax or charge is due.

Section 8.2 Resignation, Consolidation or Merger of Warrant Agent.

(a) *Appointment of Successor Warrant Agent.* The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving thirty (30) days' notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of thirty (30) calendar days after it has been notified in writing of such resignation or incapacity by the Warrant Agent or by the Registered Holder of a Warrant (who shall, with such notice, submit his Warrant for inspection by the Company), then the Registered Holder of any Warrant may apply to any court of competent jurisdiction located in the State of New York. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a Person organized and existing under the laws of any state or of the United States of America, and shall be authorized under such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, rights, immunities, duties and obligations of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent, the Company shall make, execute, acknowledge and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties and obligations. For the avoidance of doubt, any predecessor Warrant Agent shall deliver and transfer to its successor Warrant Agent any property at the time held by it hereunder and execute and deliver, at the expense of the Company, any further assurance, conveyance, act or deed necessary for the purpose.

(b) *Notice of Successor Warrant Agent.* In the event a successor Warrant Agent shall be appointed, the Company shall (i) give notice thereof to the predecessor Warrant Agent and the transfer agent for the New Common Stock not later than the effective date of any such appointment, and (ii) cause written notice thereof to be delivered to each Registered Holder at such holder's address appearing on the Warrant Register. Failure to give any notice provided for in this Section 8.2(b) or any defect therein shall not affect the legality or validity of the removal of the Warrant Agent or the appointment of a successor Warrant Agent, as the case may be.

(c) *Merger, Consolidation or Name Change of Warrant Agent.*

(i) Any Person or other entity into which the Warrant Agent may be merged or converted or with which it may be consolidated or any Person resulting from any merger, conversion, or consolidation to which the Warrant Agent shall be a party or any Person succeeding to the shareholder services business of the Warrant Agent or any successor Warrant Agent, shall be the successor Warrant Agent under this Agreement, without any further act or deed, if such Person would be eligible for appointment as a successor Warrant Agent under the provisions of Section 8.2(a). If any of the Global Warrant Certificates have been countersigned but not delivered at the time such successor to the Warrant Agent succeeds under this Agreement, any such successor to the Warrant Agent may adopt the countersignature of the original Warrant Agent; and if at that time any of the Global Warrant Certificates shall not have been countersigned, any successor to the Warrant Agent may countersign such Global Warrant Certificates either in the name of the predecessor Warrant Agent or in the name of the successor Warrant Agent; and in all such cases such Global Warrant Certificates shall have the full force provided in the Global Warrant Certificates and in this Agreement.

(ii) If at any time the name of the Warrant Agent is changed and at such time any of the Global Warrant Certificates have been countersigned but not delivered, the Warrant Agent whose name has changed may adopt the countersignature under its prior name; and if at that time any of the Global Warrant Certificates have not been countersigned, the Warrant Agent may countersign such Global Warrant Certificates either in its prior name or in its changed name; and in all such cases such Global Warrant Certificates shall have the full force provided in the Global Warrant Certificates and in this Agreement.

Section 8.3 Fees and Expenses of Warrant Agent.

(a) *Remuneration.* The Company agrees to pay the Warrant Agent reasonable remuneration to be agreed upon between the Warrant Agent and the Company for its services as Warrant Agent hereunder and will reimburse the Warrant Agent upon demand for all expenditures (including reasonable counsel fees and expenses) that the Warrant Agent may reasonably incur in the preparation, delivery, administration, execution and amendment of this Agreement and the exercise and performance of its duties hereunder.

(b) *Further Assurances.* The Company agrees to perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

Section 8.4 Liability of Warrant Agent.

(a) *Reliance on Company Statement.* Whenever in the performance of its duties under this Agreement the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter may be deemed to be conclusively proved and established by a statement signed by the Chief Executive Officer or Chairman of the Board and delivered to the Warrant Agent; and such certificate will be full authorization to the Warrant Agent for any action taken, suffered or omitted by it under the provisions of this Agreement in reliance upon such certificate. The Warrant Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from any one of the Chief Executive Officer or Chairman of the Board, and to apply to such officers for advice or instructions in connection with its duties, and it may rely upon such statement and will not be liable for any action taken, suffered or omitted to be taken by it in accordance with any such instructions or pursuant to the provisions of this Agreement.

(b) *Indemnity.* The Warrant Agent shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction). The Company agrees to indemnify the Warrant Agent for, and to hold it harmless against, any loss, liability, suit, action, proceeding, judgment, claim, settlement, cost or expense (including reasonable counsel fees and expenses), incurred without gross negligence, willful misconduct or bad faith on the part of the Warrant Agent (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction), for any action taken, suffered or omitted by the Warrant Agent in connection with the preparation, delivery, acceptance, administration, execution and amendment of this Agreement and the exercise and performance of its duties hereunder, including the costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly. The Warrant Agent shall not be obligated to expend or risk its own funds or to take any action which it believes would expose it to expense or liability or to a risk of incurring expense or liability, unless it has been furnished with assurances of repayment or indemnity satisfactory to it. No provision in this Agreement shall be construed to relieve the Warrant Agent from liability for its own gross negligence, willful misconduct or bad faith (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction).

(c) *Exclusions.* The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant; nor shall it be responsible or have any duty to make any calculation or adjustment, or to determine when any calculation or adjustment required under the provisions of Article IV or Article V hereof should be made, how it should be made or what it should be, or have any responsibility or liability for the manner, method or amount of any such calculation or adjustment or the ascertaining of the existence of facts that would require any such calculation or adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any

Warrant Shares to be issued pursuant to this Agreement or any Warrant or as to whether any Warrant Shares will, when issued, be valid and fully paid and nonassessable.

Section 8.5 Acceptance of Agency. The Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same upon the express terms and conditions herein set forth and, among other things, shall account promptly to the Company with respect to Warrants exercised and concurrently account for and pay to the Company all moneys received by the Warrant Agent for the purchase of Warrant Shares through the exercise of Warrants.

Section 8.6 Agent for the Company. In acting in the capacity of Warrant Agent under this Agreement, the Warrant Agent is acting solely as agent of the Company and does not assume any obligation or relationship of agency or trust with any of the owners or holders of the Warrants.

Section 8.7 Counsel. The Warrant Agent may consult with counsel satisfactory to it (which may be counsel to the Company), and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in accordance with the advice of such counsel.

Section 8.8 Documents. The Warrant Agent shall be protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in reliance upon any notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper parties.

Section 8.9 Certain Transactions. The Warrant Agent, and its officers, directors and employees, may become the owner of, or acquire any interest in, any Warrant, with the same rights that it or they would have were it not the Warrant Agent hereunder, and, to the extent permitted by applicable law, it or they may engage or be interested in any financial or other transaction with the Company and may act on, or as a depository, trustee or agent for, any committee or body of holders of Warrants, or other securities or obligations of the Company as freely as if it were not the Warrant Agent hereunder. Nothing in this Agreement shall be deemed to prevent the Warrant Agent from acting as trustee under an indenture.

Section 8.10 No Liability for Interest. The Warrant Agent shall not be under any liability for interest on any monies at any time received by it pursuant to any of the provisions of this Agreement.

Section 8.11 No Liability for Invalidity. The Warrant Agent shall not be under any responsibility with respect to the validity or sufficiency of this Agreement or the execution and delivery hereof (except the due execution and delivery hereof by the Warrant Agent) or with respect to the validity or execution of the Warrant Certificates (except its countersignature thereon).

Section 8.12 No Responsibilities for Recitals. The recitals contained herein and in the Warrant Certificates (except as to the Warrant Agent's countersignature thereon) shall be taken as the statements of the Company and the Warrant Agent assumes no responsibility hereby for the correctness of the same.

Section 8.13 No Implied Obligations. The Warrant Agent shall be obligated to perform such duties as are explicitly set forth herein and no implied duties or obligations shall be read into this Agreement against the Warrant Agent. The Warrant Agent shall not be under any obligation to take any action hereunder that may involve it in any expense or liability, the payment of which within a reasonable time is not, in its opinion, assured to it. The Warrant Agent shall not be accountable or under any duty or responsibility for the use by the Company of any Warrant Certificate authenticated by the Warrant Agent and delivered by it to the Company pursuant to this Agreement or for the application by the Company of the proceeds of the issue and sale, or exercise, of the Warrants. The Warrant Agent shall have no duty or responsibility in case of any default by the Company in the performance of its covenants or agreements contained herein or in any Warrant Certificate or in the case of the receipt of any written demand from a Holder with respect to such default, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or, to make any demand upon the Company.

Section 8.14 Agents. The Warrant Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys-in-fact, and the Warrant Agent shall not be responsible for any loss or expense arising out of, or in connection with, the actions or omissions to act of its agents or attorneys-in-fact, so long as the Warrant Agent acts without gross negligence, willful misconduct or bad faith (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction) in connection with the selection of, and assignment of tasks to, such agents or attorneys-in-fact; provided, that this provision shall not permit the Warrant Agent to assign all or substantially all of its primary record-keeping responsibilities hereunder to any third party provider without the Company's prior written consent.

Section 8.15 Liability. Notwithstanding anything in this Agreement to the contrary, in no event shall the Warrant Agent be liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Warrant Agent has been advised of the likelihood of the loss or damage and regardless of the form of the action. Any liability of the Warrant Agent under this Agreement shall be limited to the amount of annual fees paid by the Company to the Warrant Agent.

Section 8.16 Force Majeure. In no event shall the Warrant Agent be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Binding Effects; Benefits. This Agreement shall inure to the benefit of and shall be binding upon the Company, the Warrant Agent and the Holders and their respective

heirs, legal representatives, successors and assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer on any Person other than the Company, the Warrant Agent and the Holders, or their respective heirs, legal representatives, successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 9.2 Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be sent by certified or registered mail, by private national courier service (return receipt requested, postage prepaid), by personal delivery or by electronic or facsimile transmission. Such notice or communication shall be deemed given (a) if mailed, two days after the date of mailing, (b) if sent by national courier service, one Business Day after being sent, (c) if delivered personally, when so delivered, or (d) if sent by electronic or facsimile transmission, on the Business Day after such transmission is sent, in each case as follows:

if to the Warrant Agent, to:

Mellon Investor Services LLC
911 Washington Ave. 3rd Floor
St. Louis, MO 63101
Attention: Jane A. Marten
Facsimile: (314) 613-8238

with a copy (which shall not constitute notice) to:

Mellon Investor Services LLC
480 Washington Boulevard
Jersey City, NJ 07310
Attention: Legal Department
Facsimile: (201) 680-4610

if to the Company, to:

Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: General Counsel
Facsimile: 314-543-2308

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
153 East 53rd Street
New York, New York 10022
Attention: Christian O. Nagler
Facsimile: (212) 446-6460

if to Registered Holders, at their addresses as they appear in the Warrant Register.

If the Company fails to maintain such office or agency or fails to give such notice of any change in the location thereof, presentation may be made and notices and demands may be served at the office of the Warrant Agent designated for such purpose.

Section 9.3 Persons Having Rights under this Agreement. Nothing in this Agreement expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any Person other than the parties hereto and the Holders, any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns and the Holders.

Section 9.4 Examination of this Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent designated for such purpose, for examination by the Holder of any Warrant. Prior to such examination, the Warrant Agent may require any such holder to submit his Warrant for inspection by it.

Section 9.5 Counterparts. This Agreement may be executed in any number of original, facsimile, PDF or electronic counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 9.6 Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation hereof.

Section 9.7 Amendments.

(a) Subject to Section 9.7(b) below, this agreement may not be amended except in writing signed by both parties hereto.

(b) The Company and the Warrant Agent may from time to time supplement or amend this Agreement or the Warrants (a) without the approval of any Holders in order to cure any ambiguity, manifest error or other mistake in this Agreement or the Warrants, or to correct or supplement any provision contained herein or in the Warrants that may be defective or inconsistent with any other provision herein or in the Warrants, or to make any other provisions in regard to matters or questions arising hereunder that the Company and the Warrant Agent may deem necessary or desirable and that shall not adversely affect, alter or change the interests of any Holder or (b) with the prior written consent of holders of the Warrants exercisable for a majority of the Warrant Shares then issuable upon exercise of the Warrants then outstanding. Notwithstanding anything to the contrary herein, upon the delivery of a certificate from an Appropriate Officer of the Company and, if requested by the Warrant Agent, an opinion of counsel, which states that the proposed supplement or amendment is in compliance with the terms of this Section 9.7 and, provided such supplement or amendment does not change the Warrant Agent's rights, duties, liabilities, immunities or obligations hereunder, the Warrant Agent shall execute such supplement or amendment. Any amendment, modification or waiver effected pursuant to and in accordance with the provisions of this Section 9.7 will be binding upon all Holders and upon each future Holder, the Company and the Warrant Agent. In the

event of any amendment, modification or waiver, the Company will give prompt notice thereof to all Registered Holders and, if appropriate, notation thereof will be made on all Global Warrant Certificates thereafter surrendered for registration of transfer or exchange.

Section 9.8 No Inconsistent Agreements. The Company will not, on or after the date hereof, enter into any agreement with respect to its securities which conflicts with the rights granted to the Holders in the Warrants or the provisions hereof. The Company represents and warrants to the Holders that, as of the date hereof, the rights granted hereunder do not in any way conflict with the rights granted to holders of the Company's securities under any other agreements.

Section 9.9 Integration/Entire Agreement. This Agreement, the Warrants and the other agreements and documents referenced herein and therein constitute the complete agreement among the Company, the Warrant Agent and the Holders with respect to the subject matter hereof and supersede all prior agreements, oral or written, between or among the parties with respect thereto.

Section 9.10 Governing Law, Etc. This Agreement and each Warrant issued hereunder shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of such State. Each party hereto consents and submits to the jurisdiction of the courts of the State of New York and of the federal courts of the Southern District of New York in connection with any action or proceeding brought against it that arises out of or in connection with, that is based upon, or that relates to this Agreement or the transactions contemplated hereby. In connection with any such action or proceeding in any such court, each party hereto hereby waives personal service of any summons, complaint or other process and hereby agrees that service thereof may be made in accordance with the procedures for giving notice set forth in Section 9.2 hereof. Each party hereto hereby waives any objection to jurisdiction or venue in any such court in any such action or proceeding and agrees not to assert any defense based on forum *non conveniens* or lack of jurisdiction or venue in any such court in any such action or proceeding.

Section 9.11 Termination. This Agreement shall terminate on the Expiration Date. Notwithstanding the foregoing, this Agreement will terminate on any earlier date when all Warrants have been exercised. The provisions of Section 8.4 and this Article IX shall survive such termination and the resignation or removal of the Warrant Agent.

Section 9.12 Waiver of Trial by Jury. Each party hereto hereby irrevocably and unconditionally waives the right to a trial by jury in any action, suit, counterclaim or other proceeding (whether based on contract, tort or otherwise) arising out of, connected with or relating to this Agreement and the transactions contemplated hereby.

Section 9.13 Severability. In the event that any one or more of the provisions contained herein or in the Warrants, or the application thereof in any circumstances, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provisions in every other respect and of the remaining provisions contained herein and therein shall not be affected or impaired thereby; provided, that if any such excluded term, provision, covenant or restriction shall materially adversely affect the rights, immunities, duties or obligations of the Warrant

Agent, the Warrant Agent shall be entitled to resign immediately. Furthermore, subject to the preceding sentence, in lieu of any such invalid, illegal or unenforceable provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms and commercial effect to such invalid, illegal or unenforceable provision as may be possible and be valid and enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

CHARTER COMMUNICATIONS, INC.

By: _____

Name:

Title:

MELLON INVESTOR SERVICES LLC

By: _____

Name: Jane A. Marten

Title: Relationship Manager

FORM OF WARRANT STATEMENT

CHARTER COMMUNICATIONS, INC.

DRS Warrant Distribution Statement

CUSIP Number	Account Number/Investor ID
Issuance Date	Distribution
	Ticker Symbol

[]
 []
 []
 []

Charter Communications, Inc. Warrants Issued To You In Book-Entry Form
[]

PLEASE RETAIN THIS STATEMENT FOR YOUR RECORDS

These Warrants are maintained for you under the Direct Registration System, which means they are held for you in an electronic, book-entry account maintained by Mellon Investor Services (see enclosed brochure, "What Individual Investors Should Know About Holding Securities"). Please retain this statement for your permanent record.

NO ACTION IS REQUIRED if you choose to keep warrants in book-entry form.

Questions? Contact Mellon Investor Services

To access your account, use your Investor ID Number that is located in the box above on the top right hand corner of this statement. You can contact Mellon Investor Services by one of the following ways:

By Internet: Visit www.melloninvestor.com/isd for access to your account. You will be able to certify your Taxpayer Identification Number/Social Security Number, change your address or sell warrants.

By Phone:

Toll Free Number 1-866-463-1222
 Outside the U.S. (Collect) 1-201-680-6579
 Hearing Impaired 1-800-231-5469
 Representatives are available 9 a.m. to 7 p.m. Eastern Time weekdays

By Mail:

Charter Communications, Inc.
 c/o Mellon Investor Services
 P.O. Box 3338
 South Hackensack, NJ 07606-1938

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

DRS Warrant Distribution Statement

CUSIP Number	Account Number/Investor ID
Issuance Date	Distribution
	Ticker Symbol

[]
 []
 []
 []

Charter Communications, Inc. Warrants Issued To You In Book-Entry Form
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 Hearing Impaired 1-800-231-5469
 Representatives are available 9 a.m. to 7 p.m. Eastern Time weekdays

By Mail:
 Charter Communications, Inc.
 c/o Mellon Investor Services
 P.O. Box 3338
 South Hackensack, NJ 07606-1938

Request for Taxpayer Identification and Certification

Our records indicate that we do not have a certified Taxpayer Identification Number ("TIN") on file. Without a certified TIN, we may be required by law to withhold 28% from any future payments and any sale transaction that you request. Logon to www.melloninvestor.com/isd to certify your TIN. or contact us by phone to request a Substitute Form W-9.

If you are exempt from backup withholding, remember to indicate that when completing the certification.

over the Phone

- Dial the toll-free number shown above
- Key your menu selections
- Request a Substitute Form W-9

through the Internet

- Go to www.melloninvestor.com/isd
- Logon to Investor Service Direct®
- Select the account name
- Choose **Manage Account Info** and select **Certify Tax ID**
- Confirm your certification



You're done! It's that easy! *New user? Establish a PIN. then proceed.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

CHARTER COMMUNICATIONS, INC.

This statement is your record that the Charter Communications, Inc. Warrants have been credited to your account on the books of Charter Communications, Inc. maintained by Mellon Investor Services, under the Direct Registration System. Please verify all information on the reverse side of this statement. This statement is neither a negotiable instrument nor a security, and delivery of this statement does not itself confer any rights on the recipient. Nevertheless, it should be kept with your important documents as a record of your ownership of these securities.

Transfer ownership of your book-entry warrants at any time by submitting the appropriate warrant transfer documents to Mellon Investor Services. Visit Mellon’s Investor ServiceDirect online at www.melloninvestor.com/isd, or call 1-866-463-1222 to obtain transfer documents.

Transfer of your book-entry warrants to your broker can be accomplished in one of two ways:

- (1) The fastest and easiest way - provide your broker with your Personal Account Information and request that your broker initiate an electronic transfer of your warrants, or
- (2) Obtain a “Broker-Dealer Authorization Form” by visiting www.melloninvestor.com/isd, or by calling 1-866-463-1222.

To sell any or all of your book-entry warrants in your account at Mellon Investor Services, visit www.melloninvestor.com/isd, phone toll free 1-866-463-1222 or simply check the appropriate “sell” box, sign and date the attached sales coupon and mail it in the envelope provided. By conducting a sale through this program, you agree that this constitutes immediate enrollment in the program. Any sales of book-entry shares are subject to Mellon’s Terms and Conditions.

The Warrant Agreement, dated [] (the “Warrant Agreement”), between Charter Communications, Inc. (the “Company”) and Mellon Investor Services LLC, as Warrant Agent (the “Warrant Agent”), is incorporated by reference into and made a part of this statement and this statement is qualified in its entirety by reference to the Warrant Agreement. A copy of the Warrant Agreement may be inspected at the Warrant Agent’s office 480 Washington Blvd, Jersey City, NJ 07310, and is also available on the Company’s website at www.charter.com. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Warrant Agreement.

Book-Entry Warrants may be exercised to purchase Warrant Shares from the Company from the Effective Date through 5:00 p.m. New York City time on [] (the “Expiration Date”), at an initial exercise price of [] per whole share (as the same may be adjusted pursuant to Article V of the Warrant Agreement, the “Exercise Price”) multiplied by the number of Warrant Shares set forth above. The Exercise Price and the number of Warrant Shares purchasable upon exercise of the Warrants are subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement. Subject to the terms and conditions set forth in the Warrant Agreement, each Holder of a Book-Entry Warrant may exercise such Book-Entry Warrant, in whole or from time to time in part, by: (1) providing a properly completed and duly executed exercise form for the election to exercise such Book Entry Warrants (the “Exercise Form”) to the Warrant Agent in accordance with the instructions below, no later than 5:00 p.m., New York City time, on the Expiration Date, and (2) in the case of an exercise for cash, paying the applicable Exercise Amount to the Warrant Agent. In lieu of paying the Exercise Amount as set forth in the preceding sentence, subject to the provisions of the Warrant Agreement, each Book-Entry Warrant shall entitle the Holder thereof, at the election of such Holder, to exercise such Book- Entry Warrant on a net issuance basis in accordance with the procedures, terms and conditions set forth in Section 4.5 of the Warrant Agreement.

The Company shall not be required to issue any fraction of a share of its capital stock in connection with the exercise of Warrants. All shares of capital stock issuable upon conversion of more than one Warrant by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, round such fraction of a share to the nearest whole number of shares. For the avoidance of doubt, 0.5 of a share shall be rounded to one (1) share.

(DETACH SALES COUPON HERE)

SELL MY WARRANTS

By signing and returning this form, I am authorizing the sale of Charter Communications, Inc. Warrants held by Mellon Investor Services in book-entry form in my name. Please mail me a check for the proceeds of the sale less applicable fees. The fees to be charged are included in the enclosed Warrant Sale Program sheet. **THIS FORM MUST BE SIGNED BY THE REGISTERED HOLDER(S) EXACTLY AS THEIR NAME(S) APPEAR(S) ON THIS STATEMENT.**

FULL SALE:
SELL ALL WARRANTS.

PARTIAL SALE:
SELL _____ WARRANTS.

Taxpayer ID or Social Security Number
UNCERTIFIED

SIGNATURE

DATE

SIGNATURE

DATE

[]
[]
[]
[]

FORM OF FACE OF GLOBAL WARRANT CERTIFICATE

VOID AFTER 5:00 P.M., NEW YORK CITY TIME, ON [_____]

This Global Warrant Certificate is held by The Depository Trust Company (the “Depository”) or its nominee in custody for the benefit of the beneficial owners hereof, and is not transferable to any Person under any circumstances except that (i) this Global Warrant Certificate may be exchanged in whole but not in part pursuant to Section 6.1(a) of the Warrant Agreement, (ii) this Global Warrant Certificate may be delivered to the Warrant Agent for cancellation pursuant to Section 6.1(h) of the Warrant Agreement and (iii) this Global Warrant Certificate may be transferred to a successor Depository with the prior written consent of the Company.

Unless this Global Warrant Certificate is presented by an authorized representative of the Depository to the Company or the Warrant Agent for registration of transfer, exchange or payment and any certificate issued is registered in the name of Cede & Co., or such other entity as is requested by an authorized representative of the Depository (and any payment hereon is made to Cede & Co. or to such other entity as is requested by an authorized representative of the Depository), any transfer, pledge or other use hereof for value or otherwise by or to any Person is wrongful because the registered owner hereof, Cede & Co., has an interest herein.

Transfers of this Global Warrant Certificate shall be limited to transfers in whole, but not in part, to nominees of the Depository or to a successor thereof or such successor’s nominee, and transfers of portions of this Global Warrant Certificate shall be limited to transfers made in accordance with the restrictions set forth in Section 6 of the Warrant Agreement.

No registration or transfer of the securities issuable pursuant to the Warrant will be recorded on the books of the Company until these provisions have been complied with.

THE SECURITIES REPRESENTED BY THIS WARRANT CERTIFICATE (INCLUDING THE SECURITIES ISSUABLE UPON EXERCISE OF THE WARRANT) ARE SUBJECT TO ADDITIONAL AGREEMENTS SET FORTH IN THE WARRANT AGREEMENT DATED AS OF [_____], BY AND BETWEEN THE COMPANY AND THE WARRANT AGENT (THE "WARRANT AGREEMENT").

THIS WARRANT WILL BE VOID IF NOT EXERCISED PRIOR TO
5:00 P.M., NEW YORK CITY TIME, ON [_____]

WARRANT TO PURCHASE

_____ **SHARES OF CLASS A COMMON STOCK OF**

CHARTER COMMUNICATIONS, INC.

CUSP # [_____]

DISTRIBUTION DATE: [_____]

No. _____

This certifies that, for value received, _____, and its registered assigns (collectively, the "Registered Holder"), is entitled to purchase from Charter Communications, Inc., a corporation incorporated under the laws of the State of Delaware (the "Company"), subject to the terms and conditions hereof, at any time before 5:00 p.m., New York time, on [_____], the number of fully paid and non-assessable shares of Class A Common Stock of the Company set forth above at the Exercise Price (as defined in the Warrant Agreement). The Exercise Price and the number and kind of shares purchasable hereunder are subject to adjustment from time to time as provided in Article V of the Warrant Agreement. The initial Exercise Price shall be \$_____.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

IN WITNESS WHEREOF, this Warrant has been duly executed by the Company under its corporate seal as of the ____ day of _____, 20__.

CHARTER COMMUNICATIONS, INC.

By: _____

Print Name: _____

Title: _____

Attest: _____
Secretary

MELLON INVESTOR SERVICES LLC,
as Warrant Agent

By: _____

Name:

Title:

Address of Registered Holder for Notices (until changed in accordance with this Warrant):

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS WARRANT CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

FORM OF REVERSE OF WARRANT

The Warrant evidenced by this Warrant Certificate is a part of a duly authorized issue of Warrants to purchase _____ shares of Class A Common Stock issued pursuant to that the Warrant Agreement, a copy of which may be inspected at the Warrant Agent's office designated for such purpose. The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the Registered Holders of the Warrants. All capitalized terms used on the face of this Warrant herein but not defined that are defined in the Warrant Agreement shall have the meanings assigned to them therein.

Upon due presentment for registration of transfer of the Warrant at the office of the Warrant Agent designated for such purpose, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any applicable tax or other charge.

The Company shall not be required to issue fractions of Warrant Shares or any certificates that evidence fractional Warrant Shares.

No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

This Warrant does not entitle the Registered Holder to any of the rights of a stockholder of the Company.

The Company and Warrant Agent may deem and treat the Registered Holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise hereof and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

**EXERCISE FORM FOR REGISTERED HOLDERS
HOLDING BOOK-ENTRY WARRANTS**

(To be executed upon exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by the Book-Entry Warrants, to purchase Warrant Shares and (check one):

- herewith tenders payment for _____ of the Warrant Shares to the order of Charter Communications, Inc. in the amount of \$_____ in accordance with the terms of the Warrant Agreement and this Warrant; or
- herewith tenders this Warrant for _____ Warrant Shares pursuant to the net issuance exercise provisions of Section 4.4(b) of the Warrant Agreement. This exercise and election shall be immediately effective or shall be effective as of 5:00 pm., New York time, on [insert date].

The undersigned requests that [a statement representing] the Warrant Shares be delivered as follows:

Name _____
Address _____

Delivery Address (if different)

If said number of shares shall not be all the shares purchasable under the within Warrant Statement, the undersigned requests that a new Book-Entry Warrant representing the balance of such Warrants shall be registered, with the appropriate Warrant Statement delivered as follows:

Name _____
Address _____

Delivery Address (if different)

Social Security or Other Taxpayer
Identification Number of Holder

Signature _____

Note: If the statement representing the Warrant Shares or any Book-Entry Warrants representing Warrants not exercised is to be registered in a name other than that in which the Book-Entry Warrants are registered, the signature of the holder hereof must be guaranteed.

SIGNATURE GUARANTEED BY:

Signatures must be guaranteed by a participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

Countersigned:

Dated: _____, 20

MELLON INVESTOR SERVICES LLC,
as Warrant Agent

Signature _____
Authorized Signatory

**EXERCISE FORM FOR BENEFICIAL HOLDERS
HOLDING WARRANTS THROUGH THE DEPOSITORY TRUST COMPANY**

**TO BE COMPLETED BY DIRECT PARTICIPANT
IN THE DEPOSITORY TRUST COMPANY**

(To be executed upon exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by _____ Warrants held for its benefit through the book-entry facilities of Depository Trust Company (the "Depository"), to purchase Warrant Shares and (check one):

- herewith tenders payment for _____ of the Warrant Shares to the order of Charter Communications, Inc. in the amount of \$_____ in accordance with the terms of the Warrant Agreement and this Warrant; or
- herewith tenders this Warrant for _____ Warrant Shares pursuant to the net issuance exercise provisions of Section 4.4(b) of the Warrant Agreement. This exercise and election shall be immediately effective or shall be effective as of 5:00 pm., New York time, on [insert date].

The undersigned requests that the Warrant Shares issuable upon exercise of the Warrants be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below; provided, that if the Warrant Shares are evidenced by global securities, the Warrant Shares shall be registered in the name of the Depository or its nominee.

Dated:

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU (THROUGH THE CLEARING SYSTEM) OF (1) THE WARRANT AGENT'S ACCOUNT AT THE DEPOSITARY TO WHICH YOU MUST DELIVER YOUR WARRANTS ON THE EXERCISE DATE AND (2) THE ADDRESS, PHONE NUMBER AND FACSIMILE NUMBER WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED. NAME OF DIRECT PARTICIPANT IN THE DEPOSITARY:

(PLEASE PRINT)

ADDRESS:

CONTACT NAME:

ADDRESS:

TELEPHONE (INCLUDING INTERNATIONAL CODE):

FAX (INCLUDING INTERNATIONAL CODE):

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):

ACCOUNT FROM WHICH WARRANTS ARE BEING DELIVERED:

DEPOSITARY ACCOUNT NO.

WARRANT EXERCISE NOTICES WILL ONLY BE VALID IF DELIVERED IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH IN THIS NOTIFICATION (OR AS OTHERWISE DIRECTED), MARKED TO THE ATTENTION OF "WARRANT EXERCISE". WARRANT HOLDER DELIVERING WARRANTS, IF OTHER THAN THE DIRECT DEPOSITARY PARTICIPANT DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

CONTACT NAME:

TELEPHONE (INCLUDING INTERNATIONAL CODE):

FAX (INCLUDING INTERNATIONAL CODE):

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):

ACCOUNT TO WHICH THE SHARES OF CLASS A COMMON STOCK ARE TO BE CREDITED:

DEPOSITARY ACCOUNT NO.

FILL IN FOR DELIVERY OF THE CLASS A COMMON STOCK, IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

FAX (INCLUDING INTERNATIONAL CODE): _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

NUMBER OF WARRANTS BEING EXERCISED: _____
(ONLY ONE EXERCISE PER WARRANT EXERCISE NOTICE)

Signature: _____

Name: _____

Capacity in which Signing: _____

SIGNATURE GUARANTEED BY: _____

Signatures must be guaranteed by a participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

FORM OF ASSIGNMENT

(To be executed only upon assignment of Warrant)

For value received, _____ hereby sells, assigns and transfers unto the Assignee(s) named below the rights represented by such Warrant to purchase number of Warrant Shares listed opposite the respective name(s) of the Assignee(s) named below and all other rights of the Registered Holder under the within Warrant, and does hereby irrevocably constitute and appoint _____ attorney, to transfer said Warrant on the books of the within-named Company with respect to the number of Warrant Shares set forth below, with full power of substitution in the premises:

<u>Name(s) of Assignee(s)</u>	<u>Address</u>	<u>No. of Warrant Shares</u>
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And if said number of Warrant Shares shall not be all the Warrant Shares represented by the Warrant, a new Warrant is to be issued in the name of said undersigned for the balance remaining of the Warrant Shares registered by said Warrant.

Dated: _____, 20__ Signature _____

Note: The above signature should correspond exactly with the name on the face of this Warrant

FORM OF WARRANT AGREEMENT

[CIH Note Claims]

THIS WARRANT AGREEMENT (this “Agreement”) is made as of the [____] day of [____], 2009 between Charter Communications, Inc., a Delaware corporation, with offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131 (the “Company”), and Mellon Investor Services LLC, a New Jersey limited liability company (the “Warrant Agent”).

WHEREAS, on [____], the Company, Charter Investment, Inc. and the direct and indirect debtor subsidiaries of the Company (collectively, the “Debtors”) filed petitions with the United States Bankruptcy Court (the “Bankruptcy Court”) under Title 11 of the United States Code, 11 U.S.C. §§ 101-1330.

WHEREAS, the Company proposes to issue an aggregate of [____] shares of New Common Stock (as defined below) pursuant to the order of the United States Bankruptcy Court in [____] Case No. [____], and the Plan of Reorganization confirmed therein in connection with the reorganization of the Company under Chapter 11 of Title 11 of the United States Code;

WHEREAS, the Company proposes to issue, at the Effective Date (as defined below), warrants (the “Warrants”) to purchase, in the aggregate, [____] shares of New Common Stock at an exercise price of \$[____],¹ to all holders of CIH Notes Claims (as defined below), on a pro rata basis, based upon the proportion that the outstanding principal amount of CIH Notes (as defined below) held by such holder bears to the total outstanding principal amount of CIH Notes;

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the Warrants;

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, exercise and cancellation of the Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent, as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

¹ Exercise price per share to be based on a total equity value of \$5.3 billion.

ARTICLE I

DEFINITIONS

Section 1.1 Definition of Terms. As used in this Agreement, the following capitalized terms shall have the following respective meanings:

(a) “Business Day” shall mean any day other than a Saturday, Sunday or other day on which banks in the State of New York or New Jersey are authorized by law to remain closed.

(b) “Beneficial Holder” shall mean any Person that holds beneficial interests in a Global Warrant Certificate.

(c) “Board” shall mean the Board of Directors of the Company.

(d) “CIH Note” has the meaning set forth in the Plan of Reorganization.

(e) “CIH Notes Claim” has the meaning set forth in the Plan of Reorganization.

(f) “Effective Date” has the meaning set forth in the Plan of Reorganization.

(g) “Expiration Date” shall mean 5:00 p.m., New York City time, on [_____],² or if such day is not a Business Day, the next succeeding day which is a Business Day.

(h) “NASDAQ” shall mean The NASDAQ Stock Market (including any of its subdivisions such as the NASDAQ Global Select Market) or any successor market thereto.

(i) “New Common Stock” shall mean Class A common stock, \$.001 par value per share, of the Company. For purposes of Article V hereof, references to “shares of New Common Stock” shall be deemed to include shares of any other class of stock resulting from successive changes or reclassifications of the New Common Stock consisting solely of changes in par value or from no par value to par value and vice versa.

(j) “NYSE” shall mean The New York Stock Exchange or any successor stock exchange thereto.

(k) “Person” shall mean any individual, firm, corporation, limited liability company, partnership, trust or other entity, and shall include any successor (by merger or otherwise) thereof or thereto.

² Note to Draft: 5 years from the Effective Date.

(l) “Plan of Reorganization” shall mean the joint plan of reorganization of the Debtors as finally approved by the bankruptcy court before which the Debtors’ case under Chapter 11 of Title 11 of the United States Code was pending.

(m) “Regular Dividend” means any regularly scheduled cash dividend that (i) is declared or paid after the later to occur of (A) the date upon which the Specified Fees and Expenses have been paid in full and (B) the second anniversary of the Effective Date and (ii) together with all other regularly scheduled cash dividends paid or declared during the applicable fiscal year, does not exceed forty-five percent (45%) of the consolidated net income (determined in accordance with United States generally accepted accounting principles) of the Company and its consolidated subsidiaries for the preceding fiscal year.

(n) “Securities Act” shall mean the Securities Act of 1933, as amended.

(o) “Specified Fees and Expenses” has the meaning set forth in the Plan of Reorganization.

(p) “Warrant Shares” shall mean New Common Stock and any other securities purchased or purchasable upon exercise of the Warrants (and, if the context requires, securities which may thereafter be issued by the Company in respect of any such securities, by means of any stock splits, stock dividends, recapitalizations, reclassifications or the like, including as set forth in Article V).

Section 1.2 Table of Defined Terms.

<u>Term</u>	<u>Section Number</u>
Agreement	Recitals
Appropriate Officer	Section 3.3(a)
Bankruptcy Court	Recitals
Book-Entry Warrants	Section 3.1
Company	Recitals
Depository	Section 3.2(b)
Exercise Amount	Section 4.5(a)
Exercise Form	Section 4.3(a)
Exercise Price	Section 4.1
Extraordinary Distribution	Section 5.1(b)
FMV	Section 4.5(c)
Fundamental Change	Section 5.1(c)
Global Warrant Certificates	Section 3.2(a)
Holder	Section 4.1
Net Issuance Exercise Date	Section 4.4(b)
Net Issuance Right	Section 4.5(b)
Net Issuance Warrant Shares	Section 4.5(b)
Registered Holder	Section 3.4(d)
Warrants	Recitals
Warrant Agent	Recitals
Warrant Register	Section 3.4(b)

ARTICLE II**APPOINTMENT OF WARRANT AGENT**

Section 2.1 Appointment. The Company hereby appoints the Warrant Agent to act as agent for the Company in respect of the Warrants upon the express terms and subject to the conditions herein set forth (and no implied terms), and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the terms and conditions set forth in this Agreement.

ARTICLE III**WARRANTS**

Section 3.1 Issuance of Warrants. On the terms and subject to the conditions of this Agreement and in accordance with the terms of the Plan of Reorganization, on the Effective Date, Warrants to purchase the Warrant Shares will be issued by the Company to all holders of CIH Notes Claims, on a pro rata basis, based upon the proportion that the outstanding principal amount of CIH Notes held by such holder bears to the total outstanding principal amount of CIH Notes. On such date, the Company will deliver, or cause to be delivered to the Depositary, one or more Global Warrant Certificates evidencing a portion of the Warrants. Upon receipt by the Warrant Agent of a written order of the Company pursuant to Section 3.4 hereof, the remainder of the Warrants shall be issued by book-entry registration on the books of the Warrant Agent ("Book-Entry Warrants") and shall be evidenced by statements issued by the Warrant Agent from time to time to the Registered Holders of Book-Entry Warrants reflecting such book-entry position (the "Warrant Statements"). The maximum number of shares of New Common Stock issuable pursuant to the Warrants shall be [_____] shares, as such amount may be adjusted from time to time pursuant to this Agreement. The Company shall promptly notify the Warrant Agent in writing upon the occurrence of the Effective Date and, if such notification is given orally, the Company shall confirm same in writing on or prior to the Business Day next following. Until such notice is received by the Warrant Agent, the Warrant Agent may presume conclusively for all purposes that the Effective Date has not occurred.

Section 3.2 Form of Warrant.

(a) Subject to Section 6.1 of this Agreement, the Warrants shall be issued either (i) via book-entry registration on the books and records of the Warrant Agent and evidenced by the Warrant Statements, in substantially the form set forth in Exhibit A-1 attached hereto, or (ii) in the form of one or more global certificates (the "Global Warrant Certificates"), with the forms of election to exercise and of assignment printed on the reverse thereof, in substantially the form set forth in Exhibit A-2 attached hereto. The Warrant Statements and Global Warrant Certificates may bear such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Agreement, may have such letters, numbers or other marks of identification if required to comply with any law or with any rules made pursuant thereto or with any rules of any securities exchange.

(b) The Global Warrant Certificates shall be deposited on or after the Effective Date with the Warrant Agent and registered in the name of Cede & Co., as the nominee of The Depository Trust Company (the “Depository”). Each Global Warrant Certificate shall represent such number of the outstanding Warrants as specified therein, and each shall provide that it shall represent the aggregate amount of outstanding Warrants from time to time endorsed thereon and that the aggregate amount of outstanding Warrants represented thereby may from time to time be reduced or increased, as appropriate, in accordance with the terms of this Agreement.

Section 3.3 Execution of Global Warrant Certificates.

(a) The Global Warrant Certificates shall be signed on behalf of the Company by its Chairman of the Board of Directors, its Chief Executive Officer, its President, any Senior Vice President or its Treasurer (each, an “Appropriate Officer”). Each such signature upon the Global Warrant Certificates may be in the form of a facsimile signature of any such Appropriate Officer and may be imprinted or otherwise reproduced on the Global Warrant Certificates and for that purpose the Company may adopt and use the facsimile signature of any Appropriate Officer.

(b) If any Appropriate Officer who shall have signed any of the Global Warrant Certificates shall cease to be such Appropriate Officer before the Global Warrant Certificates so signed shall have been countersigned by the Warrant Agent or disposed of by the Company, such Global Warrant Certificates nevertheless may be countersigned and delivered or disposed of as though such Appropriate Officer had not ceased to be such Appropriate Officer of the Company; and any Global Warrant Certificate may be signed on behalf of the Company by any person who, at the actual date of the execution of such Global Warrant Certificate, shall be a proper Appropriate Officer of the Company to sign such Global Warrant Certificate, although at the date of the execution of this Agreement any such person was not such Appropriate Officer.

Section 3.4 Registration and Countersignature.

(a) Upon receipt of a written order of the Company, the Warrant Agent shall (i) register in the Warrant Register the Book-Entry Warrants and deliver Warrant Statements to the Registered Holders of Book-Entry Warrants and (ii) upon receipt of the Global Warrant Certificates duly executed on behalf of the Company, either manually or by facsimile signature countersign one or more Global Warrant Certificates evidencing Warrants and deliver such Global Warrant Certificates to or upon the written order of the Company. Such written order of the Company shall specifically state the number of Warrants that are to be issued as Book-Entry Warrants and the number of Warrants that are to be issued as a Global Warrant Certificate. A Global Warrant Certificate shall be, and shall remain, subject to the provisions of this Agreement until such time as all of the Warrants evidenced thereby shall have been duly exercised or shall have expired or been canceled in accordance with the terms hereof.

(b) No Global Warrant Certificate shall be valid for any purpose, and no Warrant evidenced thereby shall be exercisable, until such Global Warrant Certificate has been either manually or by facsimile signature countersigned by the Warrant Agent. Such signature by the Warrant Agent upon any Global Warrant Certificate executed by the Company shall be

conclusive evidence that such Global Warrant Certificate so countersigned has been duly issued hereunder.

(c) The Warrant Agent shall keep, at an office designated for such purpose, books (the “Warrant Register”) in which, subject to such reasonable regulations as it may prescribe, it shall register the Book-Entry Warrants as well as any Global Warrant Certificates and exchanges and transfers of outstanding Warrants in accordance with the procedures set forth in Section 6.1 of this Agreement, all in form satisfactory to the Company and the Warrant Agent. No service charge shall be made for any exchange or registration of transfer of the Warrants, but the Company may require payment of a sum sufficient to cover any stamp or other tax or other charge that may be imposed on the Registered Holder in connection with any such exchange or registration of transfer. Notwithstanding anything in this Agreement to the contrary, the Warrant Agent shall have no obligation to take any action whatsoever with respect to an exchange or registration of transfer unless and until it is reasonably satisfied that all such payments required by the immediately preceding sentence have been made.

(d) Prior to due presentment for registration of transfer or exchange of any Warrant in accordance with the procedures set forth in this Agreement, the Company and the Warrant Agent may deem and treat the Person in whose name any Warrant is registered upon the Warrant Register (the “Registered Holder” of such Warrant) as the absolute owner of such Warrant (notwithstanding any notation of ownership or other writing on a Global Warrant Certificate made by anyone other than the Company or the Warrant Agent), for the purpose of any exercise thereof, any distribution to the holder thereof and for all other purposes, and neither the Warrant Agent nor the Company shall be affected by notice to the contrary.

ARTICLE IV

TERMS AND EXERCISE OF WARRANTS

Section 4.1 Exercise Price. On the Effective Date, each Warrant shall entitle (i) in the case of the Book-Entry Warrants, the Registered Holder thereof and (ii) in the case of Warrants held through the book-entry facilities of the Depository or by or through Persons that are direct participants in the Depository, the Beneficial Holder thereof ((i) and (ii) collectively, the “Holder”), subject to the provisions of such Warrant and of this Agreement, to purchase from the Company (and the Company shall issue and sell to each Holder) the number of Warrant Shares, at the price of \$[_____]³ per whole share (as the same may be hereafter adjusted pursuant to Article V, the “Exercise Price”), specified in such Warrant.

Section 4.2 Duration of Warrants. Warrants may be exercised by the Holder thereof, in whole or in part, at any time and from time to time during the period commencing on the Effective Date and terminating at 5:00 p.m., New York City time, on the Expiration Date. Any Warrant, or any portion thereof, not exercised prior to 5:00 p.m., New York City time, on the Expiration Date, shall become permanently and irrevocably null and void at 5:00 p.m., New

³ Exercise price per share to be based on a total equity value of \$5.3 billion.

York City time, on the Expiration Date, and all rights thereunder and all rights in respect thereof under this Agreement shall cease at such time.

Section 4.3 Method of Exercise.

(a) Subject to the provisions of the Warrants and this Agreement, the Holder of a Warrant may exercise such Holder's right to purchase the Warrant Shares, in whole or from time to time in part, by: (x) in the case of Persons who hold Book-Entry Warrants, providing an exercise form for the election to exercise such Warrant ("Exercise Form") substantially in the form of Exhibit B-1 hereto, properly completed and duly executed by the Registered Holder thereof, and, in the case of an exercise for cash pursuant to Section 4.5(a), providing payment of the Exercise Amount, to the Warrant Agent, and (y) in the case of Warrants held through the book-entry facilities of the Depository or by or through Persons that are direct participants in the Depository, providing an Exercise Form (as provided by such Holder's broker), properly completed and duly executed by the Beneficial Holder thereof, and, in the case of an exercise for cash pursuant to Section 4.5(a), providing payment of the Exercise Amount, to its broker.

(b) Any exercise of a Warrant pursuant to the terms of this Agreement shall be irrevocable and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with its terms.

(c) The Warrant Agent shall:

(i) examine all Exercise Forms and all other documents delivered to it by or on behalf of Holders as contemplated hereunder to ascertain whether or not, on their face, such Exercise Forms and any such other documents have been executed and completed in accordance with their terms and the terms hereof;

(ii) where an Exercise Form or other document appears on its face to have been improperly completed or executed or some other irregularity in connection with the exercise of the Warrants exists, endeavor to inform the appropriate parties (including the Person submitting such instrument) of the need for fulfillment of all requirements, specifying those requirements which appear to be unfulfilled;

(iii) inform the Company of and cooperate with and assist the Company in resolving any reconciliation problems between Exercise Forms received and the delivery of Warrants to the Warrant Agent's account;

(iv) advise the Company no later than five (5) Business Days after receipt of an Exercise Form, of (A) the receipt of such Exercise Form and the number of Warrants exercised in accordance with the terms and conditions of this Agreement, (B) the instructions with respect to delivery of the Warrant Shares deliverable upon such exercise, subject to timely receipt from the Depository of the necessary information, and (C) such other information as the Company shall reasonably require;

(v) if requested by the Company and provided with the Warrant Shares and all other necessary information, liaise with the Depository and endeavor to deliver the

Warrant Shares to the relevant accounts at the Depository in accordance with its customary requirements; and

(vi) account promptly to the Company with respect to Warrants exercised and promptly deposit all monies received by the Warrant Agent for the purchase of Warrant Shares through the exercise of Warrants in the account of the Company maintained with the Warrant Agent for such purpose.

(d) The Company reserves the right to reasonably reject any and all Exercise Forms not in proper form. Such determination by the Company shall be final and binding on the Holders of the Warrants, absent manifest error. Moreover, the Company reserves the absolute right to waive any of the conditions to the exercise of Warrants or defects in Exercise Forms with regard to any particular exercise of Warrants. Neither the Company nor the Warrant Agent shall be under any duty to give notice to the Holders of the Warrants of any irregularities in any exercise of Warrants, nor shall it incur any liability for the failure to give such notice.

Section 4.4 Issuance of Warrant Shares.

(a) Upon exercise of any Warrants pursuant to Section 4.3 and, if applicable, clearance of the funds in payment of the Exercise Price, the Company shall promptly at its expense, and in no event later than ten (10) Business Days thereafter, calculate and cause to be issued to the Holder of such Warrants the total number of whole Warrant Shares for which such Warrants are being exercised (as the same may be hereafter adjusted pursuant to Article V):

(i) in the case of a Beneficial Holder who holds the Warrants being exercised through the Depository's book-entry transfer facilities, by same-day or next-day credit to the Depository for the account of such Beneficial Holder or for the account of a participant in the Depository the number of Warrant Shares to which such Person is entitled, in each case registered in such name and delivered to such account as directed in the Exercise Form by such Beneficial Holder or by the direct participant in the Depository through which such Beneficial Holder is acting, or

(ii) in the case of a Registered Holder who holds the Warrants being exercised in the form of Book-Entry Warrants, a book-entry interest in the Warrant Shares registered on the books of the Company's transfer agent or, at the Registered Holder's option, by delivery to the address designated by such Registered Holder on its Exercise Form of a physical certificate representing the number of Warrant Shares to which such Registered Holder is entitled, in fully registered form, registered in such name or names as may be directed by such Registered Holder.

(b) Any exercise of Net Issuance Right pursuant to Section 4.5(b) shall be effective upon receipt by the Warrant Agent of the Exercise Form properly completed and duly executed, or on such later date as is specified therein (the "Net Issuance Exercise Date"). The Holder of the Warrants shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise as of the time of receipt of the Exercise Form and payment of the aggregate Exercise Price for the Warrant Shares for which a Warrant is then being exercised, in the case of an exercise for cash pursuant to Section 4.5(a), or as of the Net Issuance Exercise Date, in the

case of a net issuance exercise pursuant to Section 4.5(b), except that, if the date of such receipt and payment or the Net Issuance Exercise Date is a date when the stock transfer books of the Company are closed, the Holder shall be deemed to have become the holder of such shares at the close of business on the next succeeding date on which the stock transfer books are open. Warrants may not be exercised by, or securities issued to, any Holder in any state in which such exercise or issuance would be unlawful.

(c) If less than all of the Warrants evidenced by a Global Warrant Certificate or Warrant Statement, as applicable, surrendered upon the exercise of Warrants are exercised at any time prior to the Expiration Date, a new Global Warrant Certificate or Warrant Statement, as applicable, shall be issued for the remaining number of Warrants evidenced by such Global Warrant Certificate or Warrant Statement, as applicable, so surrendered, and the Warrant Agent is hereby authorized to countersign and deliver the required new Global Warrant Certificate or Warrant Statement, as applicable, pursuant to the provisions of Section 3.4 and this Section 4.4.

Section 4.5 Exercise of Warrant.

(a) *Right to Exercise for Cash.* Warrants or any portion thereof may be exercised by the Holders thereof at any time or from time to time during the period specified in Section 4.2 hereof by delivery of payment to the Warrant Agent, for the account of the Company, by certified or bank cashier's check payable to the order of the Company (or as otherwise agreed to by the Company), in lawful money of the United States of America, of the full Exercise Price for the number of Warrant Shares specified in the Exercise Form (which shall be equal to the Exercise Price multiplied by the number of Warrant Shares in respect of which any Warrants are being exercised) and, to the extent required by Section 8.1 hereof, any and all applicable taxes and charges due in connection with the exercise of Warrants and the exchange of Warrants for Warrant Shares (the "Exercise Amount").

(b) *Right to Exercise on a Net Issuance Basis.* In lieu of exercising Warrants for cash pursuant to Section 4.5(a), Holders shall have the right to exercise Warrants or any portion thereof (the "Net Issuance Right") for Warrant Shares as provided in this Section 4.5(b) at any time or from time to time during the period specified in Section 4.2 hereof by the surrender to the Warrant Agent of a duly executed and properly completed Exercise Form marked to reflect net issuance exercise. Upon exercise of the Net Issuance Right with respect to a particular number of Warrant Shares subject to such Warrants and noted on the Exercise Form (the "Net Issuance Warrant Shares"), the Company shall calculate and deliver or cause to be delivered to the Holder (without payment by the Holder of any Exercise Amount or any cash or other consideration) that number of fully paid and nonassessable Warrant Shares (subject to the provisions of Section 4.7) equal to the quotient obtained by dividing (x) the value of such Warrants (or the specified portion hereof) on the Net Issuance Exercise Date, which value shall be determined by subtracting (A) the aggregate Exercise Amount of the Net Issuance Warrant Shares immediately prior to the exercise of the Net Issuance Right from (B) the aggregate fair market value of the Net Issuance Warrant Shares issuable upon exercise of such Warrants (or the specified portion thereof) on the Net Issuance Exercise Date (as defined above) by (y) the fair market value of one Warrant Share on the Net Issuance Exercise Date. Expressed as a formula, such net issuance exercise shall be computed as follows:

$$X = \frac{B - A}{Y}$$

- Where:
- X = the number of Warrant Shares issuable to the Holder thereof
 - Y = the FMV of one Warrant Share as of the Net Issuance Exercise Date
 - A = the aggregate Exercise Amount (i.e., Net Issuance Warrant Shares x Exercise Price, plus, to the extent required by Section 8.1 hereof, any and all applicable taxes and charges due in connection with the exercise of the applicable Warrants and the exchange of such Warrants for such Net Issuance Warrant Shares)
 - B = the aggregate FMV (i.e., FMV x Net Issuance Warrant Shares)

If the foregoing calculation results in a negative number, then no Warrant Shares shall be issuable upon exercise of the Net Issuance Right by the applicable Holder.

(c) *Determination of Fair Market Value.* For purposes of this Section 4.5, “fair market value” or “FMV” of a Warrant Share as of the Net Issuance Exercise Date shall mean:

(i) if traded on the NYSE, NASDAQ or another stock exchange, the trailing 20-day volume-weighted average price of the Warrant Shares on the NYSE, NASDAQ or such other exchange for the period ending on the trading day immediately prior to the Net Issuance Exercise Date;

(ii) if traded over-the-counter, the trailing 20-day volume-weighted average price of the Warrant Shares for the period ending on the trading day immediately prior to the Net Issuance Exercise Date; and

(iii) if there is no public market for the Warrant Shares, a good faith determination of such fair market value by the Board after consultation with an investment banking firm of nationally recognized standing.

(d) *Determination of the Number of Warrant Shares to be Issued.* The number of Warrant Shares to be issued on each such exercise will be determined by the Company (with written notice thereof to the Warrant Agent) using the formula set forth in this Section 4.5. The Warrant Agent shall have no duty or obligation to investigate or confirm whether the Company’s determination of the number of Warrant Shares to be issued on such exercise, pursuant to this Section 4.5, is accurate or correct.

Section 4.6 Reservation of Shares. The Company hereby agrees that at all times there shall be reserved for issuance and delivery upon exercise of Warrants such number of Warrant Shares as may be from time to time issuable upon exercise in full of the Warrants. All Warrant Shares shall be duly authorized, and when issued upon such exercise, shall be validly issued, fully paid and non-assessable, free and clear of all taxes (subject to Section 8.1), liens, security

interests, charges and other encumbrances or restrictions of any kind (other than any applicable restrictions under federal and state securities laws) and free and clear of all preemptive rights or similar rights of stockholders, and the Company shall take all such action as may be necessary or appropriate in order that the Company may validly and legally issue all Warrant Shares in compliance with this sentence. If at any time prior to the Expiration Date the number and kind of authorized but unissued shares of the Company's capital stock shall not be sufficient to permit exercise in full of the Warrants, the Company will promptly take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares to such number of shares as shall be sufficient for such purposes. The Company agrees that its issuance of Warrants shall constitute full authority to its officers who are charged with the issuance of Warrant Shares to issue shares of New Common Stock upon the exercise of Warrants. Without limiting the generality of the foregoing, the Company will not increase the stated or par value per share, if any, of the New Common Stock above the Exercise Price in effect immediately prior to such increase in stated or par value and will from time to time take all actions reasonably necessary to ensure that the stated or par value per share, if any, of the New Common Stock is at all times less than the Exercise Price then in effect.

Section 4.7 Fractional Shares. The Company shall not be required to issue any fraction of a share of its capital stock in connection with the exercise of Warrants. All shares of capital stock issuable upon conversion of more than one Warrant by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, round such fraction of a share to the nearest whole number of shares. For the avoidance of doubt, 0.5 of a share shall be rounded to one (1) share.

Section 4.8 Listing. Subject to the restrictions on listing of New Common Stock as set forth in the Plan of Reorganization, the Company shall secure the listing of shares of New Common Stock issuable from time to time upon exercise of the Warrants or other Warrant Shares upon each national securities exchange or stock market, if any, upon which shares of New Common Stock (or securities of the same class as such other Warrant Shares, if applicable) are then listed (subject to official notice of issuance upon exercise of Warrants) and shall maintain, so long as any other shares of New Common Stock (or, as applicable, other securities) shall be so listed, such listing of all Warrant Shares from time to time issuable upon the exercise of Warrants.

Section 4.9 Redemption. The Warrants shall not be redeemable by the Company or any other Person.

ARTICLE V

ADJUSTMENT OF SHARES OF NEW COMMON STOCK PURCHASABLE AND OF EXERCISE PRICE

The Exercise Price and the number and kind of Warrant Shares shall be subject to adjustment from time to time upon the happening of certain events as provided in this Article V.

Section 5.1 Mechanical Adjustments.

(a) Subject to the provisions of Section 4.7, if at any time prior to the exercise in full of the Warrants, the Company shall (i) pay or declare a dividend or make a distribution on the New Common Stock payable in shares of its capital stock (whether shares of New Common Stock or of capital stock of any other class), (ii) subdivide, split, reclassify or recapitalize its outstanding New Common Stock into a greater number of shares, (iii) combine, reclassify or recapitalize its outstanding New Common Stock into a smaller number of shares, or (iv) issue any shares of its capital stock by reclassification of its New Common Stock (including any such reclassification in connection with a consolidation or a merger in which the Company is the continuing corporation), then the Exercise Price in effect at the time of the record date of such event shall be adjusted (either upward or downward, as the case may be) so that the Holders shall be entitled to receive the aggregate number and kind of shares which, if their Warrants had been exercised in full immediately prior to such event, the Holders would have owned upon such exercise and been entitled to receive by virtue of such event. Any adjustment required by this Section 5.1(a) shall be made successively immediately after the earlier of the record date or the effective date of such event, as applicable, whenever any event in this Section 5.1(a) shall occur, to allow the purchase of such aggregate number and kind of shares.

(b) If the Company distributes to holders of its New Common Stock any assets (including but not limited to cash, but excluding any Regular Dividends), securities, or warrants to purchase securities (including but not limited to New Common Stock), other than as described in Section 5.1(a) or Section 5.1(c) (any such non-excluded event being referred to herein as an “Extraordinary Distribution”), then the Exercise Price shall be decreased, effective immediately after the record or other distribution date of such Extraordinary Distribution, by the amount of cash and/or fair market value (as determined in good faith by the Board after consultation with an investment banking firm of nationally recognized standing) of any securities or assets paid or distributed on each share of New Common Stock in respect of such Extraordinary Distribution. Any adjustment required by this Section 5.1(b) shall be made successively immediately after the earlier of the record date or distribution date whenever any event in this Section 5.1(b) shall occur to allow the purchase of the aggregate number and kind of shares to which Holders may be entitled.

(c) If any transaction or event (including, but not limited to, any merger, consolidation, sale of assets, tender or exchange offer, reorganization, reclassification, compulsory share exchange or liquidation) occurs in which all or substantially all of the outstanding New Common Stock is converted into or exchanged for stock, other securities, cash or assets (each, a “Fundamental Change”), the Holder of each Warrant outstanding immediately prior to the occurrence of such Fundamental Change will have the right upon any subsequent exercise (and payment of the applicable Exercise Price) to receive (but only out of legally available funds, to the extent required by applicable law) the kind and amount of stock, other securities, cash and assets that such Holder would have received if such Warrant had been exercised pursuant to the terms hereof immediately prior thereto (assuming such Holder failed to exercise his rights of election, if any, as to the kind or amount of securities, cash or other property receivable upon such Fundamental Change). Any adjustment required by this Section 5.1(c) shall be made successively immediately after the earlier of the record date or the effective date, as applicable, whenever any event in this Section 5.1(c) shall occur, to allow the purchase

of the aggregate number and kind of shares or other consideration to which Holders may be entitled. The Company will not effect any capital reorganization or reclassification of its capital stock, or any consolidation or merger, or the sale of all or substantially all of its assets (where there is a change in or distribution with respect to the New Common Stock) unless prior to the consummation thereof the successor Person (if other than the Company) shall assume by written instrument the obligation to deliver to the Holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, the Holder may be entitled to purchase.

(d) Subject to the provisions of Section 4.7, whenever the Exercise Price payable upon exercise of Warrants is adjusted pursuant to Section 5.1(a), the number of Warrant Shares issuable upon exercise of each Warrant shall simultaneously be adjusted to a number of Warrant Shares determined by multiplying the number of Warrant Shares initially issuable upon exercise of each Warrant by the Exercise Price in effect on the date of such adjustment and dividing the product so obtained by the Exercise Price, as adjusted.

(e) If, at any time after the Issue Date, any adjustment is made to the applicable Exercise Price pursuant to this Section 5.1, such adjustment to the Exercise Price will be applicable with respect to all then outstanding Warrants and all Warrants issued in exchange or substitution therefor on or after the date of the event causing such adjustment to the Exercise Price.

(f) No adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Section 5.1(f) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 5.1 shall be made to the nearest cent (\$0.01) (with \$.005 being rounded upward) or to the nearest one-hundredth of a share (with .005 of a share being rounded upward), as the case may be. Notwithstanding anything in this Section 5.1 to the contrary, the Exercise Price shall not be reduced to less than the then existing par value of the New Common Stock as a result of any adjustment made hereunder.

(g) In the event that at any time, as a result of any adjustment made pursuant to Section 5.1(a), Section 5.1(b) or Section 5.1(c), the Holder thereafter shall become entitled to receive any shares of the Company other than New Common Stock, thereafter the number of such other shares so receivable upon exercise of any Warrant shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the New Common Stock contained in this Section 5.1.

(h) The Company will not take any action that results in any adjustment hereunder if the total number of shares of New Common Stock issuable after such action upon exercise in full of the Warrants, together with all shares of New Common Stock then outstanding and all shares of New Common Stock then issuable upon exercise of all options and upon conversion of all convertible securities then outstanding, would exceed the total number of shares of New Common Stock then authorized by the Company's Amended and Restated Certificate of Incorporation.

Section 5.2 Notices of Adjustment. Whenever the number and/or kind of Warrant Shares or the Exercise Price is adjusted as herein provided, the Company shall (i) prepare and deliver, or cause to be prepared and delivered, forthwith to the Warrant Agent a certificate signed by an Appropriate Officer of the Company setting forth the adjusted number and/or kind of shares purchasable upon the exercise of Warrants and the Exercise Price of such shares after such adjustment, the facts requiring such adjustment and the computation by which adjustment was made, and (ii) cause the Warrant Agent to give written notice to each Holder in the manner provided in Section 9.2 below, which notice shall state the record date or the effective date of the event in addition to the adjusted number and/or kind of shares purchasable upon the exercise of Warrants and the Exercise Price of such shares after such adjustment, the facts requiring such adjustment and the computation by which adjustment was made. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event. The Warrant Agent shall be fully protected in relying upon such a certificate and shall have no duty with respect to, and shall not be deemed to have knowledge of, any adjustments, unless and until the Warrant Agent shall have received such a certificate.

Section 5.3 Form of Warrant After Adjustments. The form of the Global Warrant Certificate need not be changed because of any adjustments in the Exercise Price or the number or kind of the Warrant Shares, and Warrants theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in Warrants, as initially issued. The Company, however, may at any time in its sole discretion make any change in the form of Global Warrant Certificate that it may deem appropriate to give effect to such adjustments and that does not affect the substance of the Global Warrant Certificate (including the rights, duties, immunities or obligations of the Warrant Agent), and any Global Warrant Certificate thereafter issued, whether in exchange or substitution for an outstanding Global Warrant Certificate or otherwise, may be in the form so changed.

ARTICLE VI

TRANSFER AND EXCHANGE OF WARRANTS AND WARRANT SHARES

Section 6.1 Registration of Transfers and Exchanges.

(a) *Transfer and Exchange of Global Warrant Certificates or Beneficial Interests Therein*. The transfer and exchange of Global Warrant Certificates or beneficial interests therein shall be effected through the Depository, in accordance with this Agreement and the procedures of the Depository therefor.

(b) *Exchange of a Beneficial Interest in a Global Warrant Certificate for a Book-Entry Warrant*.

(i) Any Holder of a beneficial interest in a Global Warrant Certificate may, upon request, exchange such beneficial interest for a Book-Entry Warrant. Upon receipt by the Warrant Agent from the Depository or its nominee of written instructions or such other form of instructions as is customary for the Depository on behalf of any Person having a beneficial interest in a Global Warrant Certificate, and all other necessary information the Warrant Agent

shall cause, in accordance with the standing instructions and procedures existing between the Depository and Warrant Agent, the number of Warrants represented by the Global Warrant Certificate to be reduced by the number of Warrants to be represented by the Book-Entry Warrants to be issued in exchange for the beneficial interest of such Person in the Global Warrant Certificate and, following such reduction, the Warrant Agent shall register in the name of the Holder a Book-Entry Warrant and deliver to said Holder a Warrant Statement.

(ii) Book-Entry Warrants issued in exchange for a beneficial interest in a Global Warrant Certificate pursuant to this Section 6.1(b) shall be registered in such names as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Warrant Agent. The Warrant Agent shall deliver such Warrant Statements to the Persons in whose names such Warrants are so registered.

(c) *Transfer and Exchange of Book-Entry Warrants.* When Book-Entry Warrants are presented to or deposited with the Warrant Agent with a written request:

(i) to register the transfer of any Book-Entry Warrants; or

(ii) to exchange any Book-Entry Warrants for an equal number of Book-Entry Warrants of other authorized denominations, the Warrant Agent shall register the transfer or make the exchange as requested if its customary requirements for such transactions are met; provided, however, that the Warrant Agent has received a written instruction of transfer in form satisfactory to the Warrant Agent, properly completed and duly executed by the Registered Holder thereof or by his attorney, duly authorized in writing.

(d) *Restrictions on Exchange or Transfer of a Book-Entry Warrant for a Beneficial Interest in a Global Warrant Certificate.* A Book-Entry Warrant may not be exchanged for a beneficial interest in a Global Warrant Certificate except upon satisfaction of the requirements set forth below. Upon receipt by the Warrant Agent of appropriate instruments of transfer with respect to a Book-Entry Warrant, in form satisfactory to the Warrant Agent, together with written instructions directing the Warrant Agent to make, or to direct the Depository to make, an endorsement on the Global Warrant Certificate to reflect an increase in the number of Warrants represented by the Global Warrant Certificate equal to the number of Warrants represented by such Book-Entry Warrant, and all other necessary information, then the Warrant Agent shall cancel such Book-Entry Warrant on the Warrant Register and cause, or direct the Depository to cause, in accordance with the standing instructions and procedures existing between the Depository and the Warrant Agent, the number of Warrants represented by the Global Warrant Certificate to be increased accordingly. If no Global Warrant Certificates are then outstanding, the Company shall issue and the Warrant Agent shall either manually or by facsimile countersign a new Global Warrant Certificate representing the appropriate number of Warrants.

(e) *Restrictions on Transfer and Exchange of Global Warrant Certificates.* Notwithstanding any other provisions of this Agreement (other than the provisions set forth in Section 6.1(f)), unless and until it is exchanged in whole for a Book-Entry Warrant, a Global Warrant Certificate may not be transferred as a whole except by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the

Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

(f) *Book-Entry Warrants.* If at any time, (i) the Depository for the Global Warrant Certificates notifies the Company that the Depository is unwilling or unable to continue as Depository for the Global Warrant Certificates and a successor Depository for the Global Warrant Certificates is not appointed by the Company within 90 days after delivery of such notice or (ii) the Company, in its sole discretion, notifies the Warrant Agent in writing that it elects to exclusively cause the issuance of Book-Entry Warrants under this Agreement, then the Warrant Agent, upon written instructions signed by an Appropriate Officer of the Company, and all other necessary information, shall register Book-Entry Warrants, in an aggregate number equal to the number of Warrants represented by the Global Warrant Certificates, in exchange for such Global Warrant Certificates in such names and in such amounts as directed by the Depository or, in the absence of instructions from the Depository, by the Company.

(g) *Restrictions on Transfer.* No Warrants or Warrant Shares shall be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

(h) *Cancellation of Global Warrant Certificate.* At such time as all beneficial interests in Global Warrant Certificates have either been exchanged for Book-Entry Warrants, repurchased or cancelled, all Global Warrant Certificates shall be returned to, or retained and cancelled by, the Warrant Agent, upon written instructions from the Company satisfactory to the Warrant Agent.

Section 6.2 Obligations with Respect to Transfers and Exchanges of Warrants.

(i) To permit registrations of transfers and exchanges, the Company shall execute Global Warrant Certificates, if applicable, and the Warrant Agent is hereby authorized, in accordance with the provisions of Section 3.4 and this Article VI, to countersign such Global Warrant Certificates, if applicable, or register Book-Entry Warrants, if applicable, as required pursuant to the provisions of this Article VI and for the purpose of any distribution of new Global Warrant Certificates contemplated by Section 7.2 or additional Global Warrant Certificates contemplated by Article V.

(ii) All Book-Entry Warrants and Global Warrant Certificates issued upon any registration of transfer or exchange of Book-Entry Warrants or Global Warrant Certificates shall be the valid obligations of the Company, entitled to the same benefits under this Agreement as the Book-Entry Warrants or Global Warrant Certificates surrendered upon such registration of transfer or exchange.

(iii) No service charge shall be made to a Holder for any registration, transfer or exchange, but the Company may require payment of a sum sufficient to cover any stamp or other tax or other charge that may be imposed on the Holder in connection with any such exchange or registration of transfer.

(iv) So long as the Depository, or its nominee, is the registered owner of a Global Warrant Certificate, the Depository or such nominee, as the case may be, will be considered the sole owner or holder of the Warrants represented by such Global Warrant

Certificate for all purposes under this Agreement. Except as provided in Section 6.1(b) and Section 6.1(f) upon the exchange of a beneficial interest in a Global Warrant Certificate for Book-Entry Warrants, Beneficial Holders will not be entitled to have any Warrants registered in their names, and will under no circumstances be entitled to receive physical delivery of any such Warrants and will not be considered the Registered Holder thereof under the Warrants or this Agreement. Neither the Company nor the Warrant Agent, in its capacity as registrar for such Warrants, will have any responsibility or liability for any aspect of the records relating to beneficial interests in a Global Warrant Certificate or for maintaining, supervising or reviewing any records relating to such beneficial interests.

(v) Subject to Section 6.1(b), Section 6.1(c), Section 6.1(d), and this Section 6.2, the Warrant Agent shall, upon receipt of all information required to be delivered hereunder, from time to time register the transfer of any outstanding Warrants in the Warrant Register, upon delivery to the Warrant Agent, at its office designated for such purpose, of a properly completed form of assignment substantially in the form of Exhibit C hereto, duly signed by the Registered Holder thereof or by the duly appointed legal representative thereof or by a duly authorized attorney, such signature to be guaranteed by a participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program and, in the case of a transfer of a Global Warrant Certificate, upon surrender to the Warrant Agent of such Global Warrant Certificate, duly endorsed. Upon any such registration of transfer, a new Global Warrant Certificate or a Warrant Statement, as the case may be, shall be issued to the transferee.

Section 6.3 Fractional Warrants. The Warrant Agent shall not be required to effect any registration of transfer or exchange which will result in the issuance of a warrant certificate for a fraction of a Warrant.

ARTICLE VII

OTHER PROVISIONS RELATING TO RIGHTS OF HOLDERS OF WARRANTS

Section 7.1 No Rights or Liability as Stockholder; Notice to Registered Holders. Nothing contained in the Warrants shall be construed as conferring upon the Holder or his, her or its transferees the right to vote or to receive dividends or to consent or to receive notice as a stockholder in respect of any meeting of stockholders for the election of directors of the Company or of any other matter, or any rights whatsoever as stockholders of the Company. No provision thereof and no mere enumeration therein of the rights or privileges of the Holder shall give rise to any liability of such holder for the Exercise Price hereunder or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company. To the extent not covered by any statement delivered pursuant to Section 5.2, the Company shall give notice to Registered Holders by registered mail if at any time prior to the expiration or exercise in full of the Warrants:

(a) any dividend or distribution (whether payable in cash, securities or other assets) upon the New Common Stock shall be proposed;

(b) an offer for subscription pro rata to the holders of New Common Stock of any additional shares of stock of any class or other securities or rights shall be proposed;

(c) a dissolution, liquidation or winding up of the Company shall be proposed;

(d) any of the following additional events shall be proposed: a capital reorganization or reclassification of the New Common Stock; any consolidation or merger of the Company with or into another Person (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or change of New Common Stock outstanding); any sale or conveyance to another Person of all or substantially all of the assets of the Company; or any other Fundamental Change.

Such giving of notice shall be initiated at least ten (10) Business Days prior to the date fixed as a record date or effective date or the date of closing of the Company's stock transfer books for the determination of the stockholders entitled to vote on any of the events described in clauses (a)-(d) immediately above. Such notice shall specify such record date or the date of closing the stock transfer books or the date the relevant event shall take place, as the case may be, a reasonably detailed description of such event, and the anticipated timing thereof. Failure to provide such notice shall not affect the validity of any action taken in connection with such proposed event. For the avoidance of doubt, no such notice shall supersede or limit any adjustment called for by Section 5.1 by reason of any event as to which notice is required by this Section 7.1.

Section 7.2 Lost, Stolen, Mutilated or Destroyed Warrants. If any Global Warrant Certificate or Warrant Statement is lost, stolen, mutilated or destroyed, the Company shall issue, and the Warrant Agent shall countersign and deliver, in exchange and substitution for and upon cancellation of the mutilated Global Warrant Certificate or Warrant Statement, as applicable, or in lieu of and substitution for such Global Warrant Certificate or Warrant Statement, as applicable, lost, stolen or destroyed, a new Global Warrant Certificate or Warrant Statement, as applicable, of like tenor and representing an equivalent number of Warrants, but only upon receipt of evidence and an affidavit reasonably satisfactory to the Company and the Warrant Agent of the loss, theft or destruction of such Global Warrant Certificate or Warrant Statement, as applicable, or the posting of an indemnity or bond of the Company and Warrant Agent for any losses in connection therewith, if requested by either the Company or the Warrant Agent, also satisfactory to them. Applicants for such substitute Global Warrant Certificates or Warrant Statement, as applicable, shall also comply with such other reasonable regulations and pay such other reasonable charges as the Company or the Warrant Agent may prescribe and as required by Section 8-405 of the Uniform Commercial Code as in effect in the State of New York.

Section 7.3 No Restrictive Legends. No legend shall be stamped or imprinted on any stock certificate for Warrant Shares issued upon the exercise of any Warrant and or stock certificate issued upon the direct or indirect transfer of any such Warrant Shares.

Section 7.4 Cancellation of Warrants. If the Company shall purchase or otherwise acquire Warrants, the Global Warrant Certificates and the Book-Entry Warrants representing such Warrants shall thereupon be deposited with or delivered to the Warrant Agent, if applicable, and be cancelled by it and retired. The Warrant Agent shall cancel all Global Warrant

Certificates surrendered for exchange, substitution, transfer or exercise in whole or in part. Such cancelled Global Warrant Certificates shall thereafter be disposed of in a manner satisfactory to the Company provided in writing to the Warrant Agent.

ARTICLE VIII

CONCERNING THE WARRANT AGENT AND OTHER MATTERS

Section 8.1 Payment of Taxes. The Company will from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of the Warrant Shares upon the exercise of Warrants, but any taxes or charges in connection with the issuance of Warrants or Warrant Shares in any name other than that of the Holder of the Warrants shall be paid by such Holder; and in any such case, the Company and the Warrant Agent shall not be required to issue or deliver any Warrants or Warrant Shares until such taxes or charges shall have been paid or it is established to the Company's and the Warrant Agent's reasonable satisfaction that no tax or charge is due.

Section 8.2 Resignation, Consolidation or Merger of Warrant Agent.

(a) *Appointment of Successor Warrant Agent.* The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving thirty (30) days' notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of thirty (30) calendar days after it has been notified in writing of such resignation or incapacity by the Warrant Agent or by the Registered Holder of a Warrant (who shall, with such notice, submit his Warrant for inspection by the Company), then the Registered Holder of any Warrant may apply to any court of competent jurisdiction located in the State of New York. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a Person organized and existing under the laws of any state or of the United States of America, and shall be authorized under such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, rights, immunities, duties and obligations of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent, the Company shall make, execute, acknowledge and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties and obligations. For the avoidance of doubt, any predecessor Warrant Agent shall deliver and transfer to its successor Warrant Agent any property at the time held by it hereunder and execute and deliver, at the expense of the Company, any further assurance, conveyance, act or deed necessary for the purpose.

(b) *Notice of Successor Warrant Agent.* In the event a successor Warrant Agent shall be appointed, the Company shall (i) give notice thereof to the predecessor Warrant Agent and the transfer agent for the New Common Stock not later than the effective date of any such appointment, and (ii) cause written notice thereof to be delivered to each Registered Holder at such holder's address appearing on the Warrant Register. Failure to give any notice provided for in this Section 8.2(b) or any defect therein shall not affect the legality or validity of the removal of the Warrant Agent or the appointment of a successor Warrant Agent, as the case may be.

(c) *Merger, Consolidation or Name Change of Warrant Agent.*

(i) Any Person or other entity into which the Warrant Agent may be merged or converted or with which it may be consolidated or any Person resulting from any merger, conversion, or consolidation to which the Warrant Agent shall be a party or any Person succeeding to the shareholder services business of the Warrant Agent or any successor Warrant Agent, shall be the successor Warrant Agent under this Agreement, without any further act or deed, if such Person would be eligible for appointment as a successor Warrant Agent under the provisions of Section 8.2(a). If any of the Global Warrant Certificates have been countersigned but not delivered at the time such successor to the Warrant Agent succeeds under this Agreement, any such successor to the Warrant Agent may adopt the countersignature of the original Warrant Agent; and if at that time any of the Global Warrant Certificates shall not have been countersigned, any successor to the Warrant Agent may countersign such Global Warrant Certificates either in the name of the predecessor Warrant Agent or in the name of the successor Warrant Agent; and in all such cases such Global Warrant Certificates shall have the full force provided in the Global Warrant Certificates and in this Agreement.

(ii) If at any time the name of the Warrant Agent is changed and at such time any of the Global Warrant Certificates have been countersigned but not delivered, the Warrant Agent whose name has changed may adopt the countersignature under its prior name; and if at that time any of the Global Warrant Certificates have not been countersigned, the Warrant Agent may countersign such Global Warrant Certificates either in its prior name or in its changed name; and in all such cases such Global Warrant Certificates shall have the full force provided in the Global Warrant Certificates and in this Agreement.

Section 8.3 Fees and Expenses of Warrant Agent.

(a) *Remuneration.* The Company agrees to pay the Warrant Agent reasonable remuneration to be agreed upon between the Warrant Agent and the Company for its services as Warrant Agent hereunder and will reimburse the Warrant Agent upon demand for all expenditures (including reasonable counsel fees and expenses) that the Warrant Agent may reasonably incur in the preparation, delivery, administration, execution and amendment of this Agreement and the exercise and performance of its duties hereunder.

(b) *Further Assurances.* The Company agrees to perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

Section 8.4 Liability of Warrant Agent.

(a) *Reliance on Company Statement.* Whenever in the performance of its duties under this Agreement the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter may be deemed to be conclusively proved and established by a statement signed by the Chief Executive Officer or Chairman of the Board and delivered to the Warrant Agent; and such certificate will be full authorization to the Warrant Agent for any action taken, suffered or omitted by it under the provisions of this Agreement in reliance upon such certificate. The Warrant Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from any one of the Chief Executive Officer or Chairman of the Board, and to apply to such officers for advice or instructions in connection with its duties, and it may rely upon such statement and will not be liable for any action taken, suffered or omitted to be taken by it in accordance with any such instructions or pursuant to the provisions of this Agreement.

(b) *Indemnity.* The Warrant Agent shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction). The Company agrees to indemnify the Warrant Agent for, and to hold it harmless against, any loss, liability, suit, action, proceeding, judgment, claim, settlement, cost or expense (including reasonable counsel fees and expenses), incurred without gross negligence, willful misconduct or bad faith on the part of the Warrant Agent (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction), for any action taken, suffered or omitted by the Warrant Agent in connection with the preparation, delivery, acceptance, administration, execution and amendment of this Agreement and the exercise and performance of its duties hereunder, including the costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly. The Warrant Agent shall not be obligated to expend or risk its own funds or to take any action which it believes would expose it to expense or liability or to a risk of incurring expense or liability, unless it has been furnished with assurances of repayment or indemnity satisfactory to it. No provision in this Agreement shall be construed to relieve the Warrant Agent from liability for its own gross negligence, willful misconduct or bad faith (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction).

(c) *Exclusions.* The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant; nor shall it be responsible or have any duty to make any calculation or adjustment, or to determine when any calculation or adjustment required under the provisions of Article IV or Article V hereof should be made, how it should be made or what it should be, or have any responsibility or liability for the manner, method or amount of any such calculation or adjustment or the ascertaining of the existence of facts that would require any such calculation or adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any

Warrant Shares to be issued pursuant to this Agreement or any Warrant or as to whether any Warrant Shares will, when issued, be valid and fully paid and nonassessable.

Section 8.5 Acceptance of Agency. The Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same upon the express terms and conditions herein set forth and, among other things, shall account promptly to the Company with respect to Warrants exercised and concurrently account for and pay to the Company all moneys received by the Warrant Agent for the purchase of Warrant Shares through the exercise of Warrants.

Section 8.6 Agent for the Company. In acting in the capacity of Warrant Agent under this Agreement, the Warrant Agent is acting solely as agent of the Company and does not assume any obligation or relationship of agency or trust with any of the owners or holders of the Warrants.

Section 8.7 Counsel. The Warrant Agent may consult with counsel satisfactory to it (which may be counsel to the Company), and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in accordance with the advice of such counsel.

Section 8.8 Documents. The Warrant Agent shall be protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in reliance upon any notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper parties.

Section 8.9 Certain Transactions. The Warrant Agent, and its officers, directors and employees, may become the owner of, or acquire any interest in, any Warrant, with the same rights that it or they would have were it not the Warrant Agent hereunder, and, to the extent permitted by applicable law, it or they may engage or be interested in any financial or other transaction with the Company and may act on, or as a depository, trustee or agent for, any committee or body of holders of Warrants, or other securities or obligations of the Company as freely as if it were not the Warrant Agent hereunder. Nothing in this Agreement shall be deemed to prevent the Warrant Agent from acting as trustee under an indenture.

Section 8.10 No Liability for Interest. The Warrant Agent shall not be under any liability for interest on any monies at any time received by it pursuant to any of the provisions of this Agreement.

Section 8.11 No Liability for Invalidity. The Warrant Agent shall not be under any responsibility with respect to the validity or sufficiency of this Agreement or the execution and delivery hereof (except the due execution and delivery hereof by the Warrant Agent) or with respect to the validity or execution of the Warrant Certificates (except its countersignature thereon).

Section 8.12 No Responsibilities for Recitals. The recitals contained herein and in the Warrant Certificates (except as to the Warrant Agent's countersignature thereon) shall be taken as the statements of the Company and the Warrant Agent assumes no responsibility hereby for the correctness of the same.

Section 8.13 No Implied Obligations. The Warrant Agent shall be obligated to perform such duties as are explicitly set forth herein and no implied duties or obligations shall be read into this Agreement against the Warrant Agent. The Warrant Agent shall not be under any obligation to take any action hereunder that may involve it in any expense or liability, the payment of which within a reasonable time is not, in its opinion, assured to it. The Warrant Agent shall not be accountable or under any duty or responsibility for the use by the Company of any Warrant Certificate authenticated by the Warrant Agent and delivered by it to the Company pursuant to this Agreement or for the application by the Company of the proceeds of the issue and sale, or exercise, of the Warrants. The Warrant Agent shall have no duty or responsibility in case of any default by the Company in the performance of its covenants or agreements contained herein or in any Warrant Certificate or in the case of the receipt of any written demand from a Holder with respect to such default, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or, to make any demand upon the Company.

Section 8.14 Agents. The Warrant Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys-in-fact, and the Warrant Agent shall not be responsible for any loss or expense arising out of, or in connection with, the actions or omissions to act of its agents or attorneys-in-fact, so long as the Warrant Agent acts without gross negligence, willful misconduct or bad faith (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction) in connection with the selection of, and assignment of tasks to, such agents or attorneys-in-fact; provided, that this provision shall not permit the Warrant Agent to assign all or substantially all of its primary record-keeping responsibilities hereunder to any third party provider without the Company's prior written consent.

Section 8.15 Liability. Notwithstanding anything in this Agreement to the contrary, in no event shall the Warrant Agent be liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Warrant Agent has been advised of the likelihood of the loss or damage and regardless of the form of the action. Any liability of the Warrant Agent under this Agreement shall be limited to the amount of annual fees paid by the Company to the Warrant Agent.

Section 8.16 Force Majeure. In no event shall the Warrant Agent be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Binding Effects; Benefits. This Agreement shall inure to the benefit of and shall be binding upon the Company, the Warrant Agent and the Holders and their respective

heirs, legal representatives, successors and assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer on any Person other than the Company, the Warrant Agent and the Holders, or their respective heirs, legal representatives, successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 9.2 Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be sent by certified or registered mail, by private national courier service (return receipt requested, postage prepaid), by personal delivery or by electronic or facsimile transmission. Such notice or communication shall be deemed given (a) if mailed, two days after the date of mailing, (b) if sent by national courier service, one Business Day after being sent, (c) if delivered personally, when so delivered, or (d) if sent by electronic or facsimile transmission, on the Business Day after such transmission is sent, in each case as follows:

if to the Warrant Agent, to:

Mellon Investor Services LLC
911 Washington Ave. 3rd Floor
St. Louis, MO 63101
Attention: Jane A. Marten
Facsimile: (314) 613-8238

with a copy (which shall not constitute notice) to:

Mellon Investor Services LLC
480 Washington Boulevard
Jersey City, NJ 07310
Attention: Legal Department
Facsimile: (201) 680-4610

if to the Company, to:

Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: General Counsel
Facsimile: 314-543-2308

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
153 East 53rd Street
New York, New York 10022
Attention: Christian O. Nagler
Facsimile: (212) 446-6460

if to Registered Holders, at their addresses as they appear in the Warrant Register.

If the Company fails to maintain such office or agency or fails to give such notice of any change in the location thereof, presentation may be made and notices and demands may be served at the office of the Warrant Agent designated for such purpose.

Section 9.3 Persons Having Rights under this Agreement. Nothing in this Agreement expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any Person other than the parties hereto and the Holders, any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns and the Holders.

Section 9.4 Examination of this Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent designated for such purpose, for examination by the Holder of any Warrant. Prior to such examination, the Warrant Agent may require any such holder to submit his Warrant for inspection by it.

Section 9.5 Counterparts. This Agreement may be executed in any number of original, facsimile, PDF or electronic counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 9.6 Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation hereof.

Section 9.7 Amendments.

(a) Subject to Section 9.7(b) below, this agreement may not be amended except in writing signed by both parties hereto.

(b) The Company and the Warrant Agent may from time to time supplement or amend this Agreement or the Warrants (a) without the approval of any Holders in order to cure any ambiguity, manifest error or other mistake in this Agreement or the Warrants, or to correct or supplement any provision contained herein or in the Warrants that may be defective or inconsistent with any other provision herein or in the Warrants, or to make any other provisions in regard to matters or questions arising hereunder that the Company and the Warrant Agent may deem necessary or desirable and that shall not adversely affect, alter or change the interests of any Holder or (b) with the prior written consent of holders of the Warrants exercisable for a majority of the Warrant Shares then issuable upon exercise of the Warrants then outstanding. Notwithstanding anything to the contrary herein, upon the delivery of a certificate from an Appropriate Officer of the Company and, if requested by the Warrant Agent, an opinion of counsel, which states that the proposed supplement or amendment is in compliance with the terms of this Section 9.7 and, provided such supplement or amendment does not change the Warrant Agent's rights, duties, liabilities, immunities or obligations hereunder, the Warrant Agent shall execute such supplement or amendment. Any amendment, modification or waiver effected pursuant to and in accordance with the provisions of this Section 9.7 will be binding upon all Holders and upon each future Holder, the Company and the Warrant Agent. In the

event of any amendment, modification or waiver, the Company will give prompt notice thereof to all Registered Holders and, if appropriate, notation thereof will be made on all Global Warrant Certificates thereafter surrendered for registration of transfer or exchange.

Section 9.8 No Inconsistent Agreements. The Company will not, on or after the date hereof, enter into any agreement with respect to its securities which conflicts with the rights granted to the Holders in the Warrants or the provisions hereof. The Company represents and warrants to the Holders that, as of the date hereof, the rights granted hereunder do not in any way conflict with the rights granted to holders of the Company's securities under any other agreements.

Section 9.9 Integration/Entire Agreement. This Agreement, the Warrants and the other agreements and documents referenced herein and therein constitute the complete agreement among the Company, the Warrant Agent and the Holders with respect to the subject matter hereof and supersede all prior agreements, oral or written, between or among the parties with respect thereto.

Section 9.10 Governing Law, Etc. This Agreement and each Warrant issued hereunder shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of such State. Each party hereto consents and submits to the jurisdiction of the courts of the State of New York and of the federal courts of the Southern District of New York in connection with any action or proceeding brought against it that arises out of or in connection with, that is based upon, or that relates to this Agreement or the transactions contemplated hereby. In connection with any such action or proceeding in any such court, each party hereto hereby waives personal service of any summons, complaint or other process and hereby agrees that service thereof may be made in accordance with the procedures for giving notice set forth in Section 9.2 hereof. Each party hereto hereby waives any objection to jurisdiction or venue in any such court in any such action or proceeding and agrees not to assert any defense based on forum *non conveniens* or lack of jurisdiction or venue in any such court in any such action or proceeding.

Section 9.11 Termination. This Agreement shall terminate on the Expiration Date. Notwithstanding the foregoing, this Agreement will terminate on any earlier date when all Warrants have been exercised. The provisions of Section 8.4 and this Article IX shall survive such termination and the resignation or removal of the Warrant Agent.

Section 9.12 Waiver of Trial by Jury. Each party hereto hereby irrevocably and unconditionally waives the right to a trial by jury in any action, suit, counterclaim or other proceeding (whether based on contract, tort or otherwise) arising out of, connected with or relating to this Agreement and the transactions contemplated hereby.

Section 9.13 Severability. In the event that any one or more of the provisions contained herein or in the Warrants, or the application thereof in any circumstances, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provisions in every other respect and of the remaining provisions contained herein and therein shall not be affected or impaired thereby; provided, that if any such excluded term, provision, covenant or restriction shall materially adversely affect the rights, immunities, duties or obligations of the Warrant

Agent, the Warrant Agent shall be entitled to resign immediately. Furthermore, subject to the preceding sentence, in lieu of any such invalid, illegal or unenforceable provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms and commercial effect to such invalid, illegal or unenforceable provision as may be possible and be valid and enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

CHARTER COMMUNICATIONS, INC.

By: _____

Name:

Title:

MELLON INVESTOR SERVICES LLC

By: _____

Name: Jane A. Marten

Title: Relationship Manager

FORM OF WARRANT STATEMENT

CHARTER COMMUNICATIONS, INC.

DRS Warrant Distribution Statement

CUSIP Number	Account Number/Investor ID
Issuance Date	Distribution
	Ticker Symbol

[]
 []
 []
 []

Charter Communications, Inc. Warrants Issued To You In Book-Entry Form
[]

PLEASE RETAIN THIS STATEMENT FOR YOUR RECORDS

These Warrants are maintained for you under the Direct Registration System, which means they are held for you in an electronic, book-entry account maintained by Mellon Investor Services (see enclosed brochure, "What Individual Investors Should Know About Holding Securities"). Please retain this statement for your permanent record.

NO ACTION IS REQUIRED if you choose to keep warrants in book-entry form.

Questions? Contact Mellon Investor Services

To access your account, use your Investor ID Number that is located in the box above on the top right hand corner of this statement. You can contact Mellon Investor Services by one of the following ways:

By Internet: Visit www.melloninvestor.com/isd for access to your account. You will be able to certify your Taxpayer Identification Number/Social Security Number, change your address or sell warrants.

By Phone:

Toll Free Number 1-866-463-1222
 Outside the U.S. (Collect) 1-201-680-6579
 Hearing Impaired 1-800-231-5469
 Representatives are available 9 a.m. to 7 p.m. Eastern Time weekdays

By Mail:

Charter Communications, Inc.
 c/o Mellon Investor Services
 P.O. Box 3338
 South Hackensack, NJ 07606-1938

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

CHARTER COMMUNICATIONS, INC.

This statement is your record that the Charter Communications, Inc. Warrants have been credited to your account on the books of Charter Communications, Inc. maintained by Mellon Investor Services, under the Direct Registration System. Please verify all information on the reverse side of this statement. This statement is neither a negotiable instrument nor a security, and delivery of this statement does not itself confer any rights on the recipient. Nevertheless, it should be kept with your important documents as a record of your ownership of these securities.

Transfer ownership of your book-entry warrants at any time by submitting the appropriate warrant transfer documents to Mellon Investor Services. Visit Mellon’s Investor ServiceDirect online at www.melloninvestor.com/isd, or call 1-866-463-1222 to obtain transfer documents.

Transfer of your book-entry warrants to your broker can be accomplished in one of two ways:

- (1) The fastest and easiest way - provide your broker with your Personal Account Information and request that your broker initiate an electronic transfer of your warrants, or
- (2) Obtain a “Broker-Dealer Authorization Form” by visiting www.melloninvestor.com/isd, or by calling 1-866-463-1222.

To sell any or all of your book-entry warrants in your account at Mellon Investor Services, visit www.melloninvestor.com/isd, phone toll free 1-866-463-1222 or simply check the appropriate “sell” box, sign and date the attached sales coupon and mail it in the envelope provided. By conducting a sale through this program, you agree that this constitutes immediate enrollment in the program. Any sales of book-entry shares are subject to Mellon’s Terms and Conditions.

The Warrant Agreement, dated [_____] (the “Warrant Agreement”), between Charter Communications, Inc. (the “Company”) and Mellon Investor Services LLC, as Warrant Agent (the “Warrant Agent”), is incorporated by reference into and made a part of this statement and this statement is qualified in its entirety by reference to the Warrant Agreement. A copy of the Warrant Agreement may be inspected at the Warrant Agent’s office 480 Washington Blvd, Jersey City, NJ 07310, and is also available on the Company’s website at www.charter.com. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Warrant Agreement.

Book-Entry Warrants may be exercised to purchase Warrant Shares from the Company from the Effective Date through 5:00 p.m. New York City time on [_____] (the “Expiration Date”), at an initial exercise price of [_____] per whole share (as the same may be adjusted pursuant to Article V of the Warrant Agreement, the “Exercise Price”) multiplied by the number of Warrant Shares set forth above. The Exercise Price and the number of Warrant Shares purchasable upon exercise of the Warrants are subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement. Subject to the terms and conditions set forth in the Warrant Agreement, each Holder of a Book-Entry Warrant may exercise such Book-Entry Warrant, in whole or from time to time in part, by: (1) providing a properly completed and duly executed exercise form for the election to exercise such Book Entry Warrants (the “Exercise Form”) to the Warrant Agent in accordance with the instructions below, no later than 5:00 p.m., New York City time, on the Expiration Date, and (2) in the case of an exercise for cash, paying the applicable Exercise Amount to the Warrant Agent. In lieu of paying the Exercise Amount as set forth in the preceding sentence, subject to the provisions of the Warrant Agreement, each Book-Entry Warrant shall entitle the Holder thereof, at the election of such Holder, to exercise such Book- Entry Warrant on a net issuance basis in accordance with the procedures, terms and conditions set forth in Section 4.5 of the Warrant Agreement.

The Company shall not be required to issue any fraction of a share of its capital stock in connection with the exercise of Warrants. All shares of capital stock issuable upon conversion of more than one Warrant by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, round such fraction of a share to the nearest whole number of shares. For the avoidance of doubt, 0.5 of a share shall be rounded to one (1) share.

(DETACH SALES COUPON HERE)

SELL MY WARRANTS

By signing and returning this form, I am authorizing the sale of Charter Communications, Inc. Warrants held by Mellon Investor Services in book-entry form in my name. Please mail me a check for the proceeds of the sale less applicable fees. The fees to be charged are included in the enclosed Warrant Sale Program sheet. **THIS FORM MUST BE SIGNED BY THE REGISTERED HOLDER(S) EXACTLY AS THEIR NAME(S) APPEAR(S) ON THIS STATEMENT.**

FULL SALE:
SELL ALL WARRANTS.

PARTIAL SALE:
SELL _____ WARRANTS.

Taxpayer ID or Social Security Number

SIGNATURE

DATE

SIGNATURE

DATE

[_____]

[_____]

[_____]

[_____]

[_____]

DRS Warrant Distribution Statement

CUSIP Number	Account Number/Investor ID
Issuance Date	Distribution
	Ticker Symbol

[]
 []
 []
 []

Charter Communications, Inc. Warrants Issued To You In Book-Entry Form
 []

PLEASE RETAIN THIS STATEMENT FOR YOUR RECORDS

These Warrants are maintained for you under the Direct Registration System, which means they are held for you in an electronic, book-entry account maintained by Mellon Investor Services (see enclosed brochure, "What Individual Investors Should Know About Holding Securities"). Please retain this statement for your permanent record.

NO ACTION IS REQUIRED if you choose to keep warrants in book-entry form.

Questions? Contact Mellon Investor Services

To access your account, use your Investor ID Number that is located in the box above on the top right hand corner of this statement. You can contact Mellon Investor Services by one of the following ways:

By Internet: Visit www.melloninvestor.com/isd for access to your account. You will be able to certify your Taxpayer Identification Number/Social Security Number, change your address or sell warrants.

By Phone:
 Toll Free Number 1-866-463-1222
 Outside the U.S. (Collect) 1-201-680-6579
 Hearing Impaired 1-800-231-5469
 Representatives are available 9 a.m. to 7 p.m. Eastern Time weekdays

By Mail:
 Charter Communications, Inc.
 c/o Mellon Investor Services
 P.O. Box 3338
 South Hackensack, NJ 07606-1938

Request for Taxpayer Identification and Certification

Our records indicate that we do not have a certified Taxpayer Identification Number ("TIN") on file. Without a certified TIN, we may be required by law to withhold 28% from any future payments and any sale transaction that you request. Logon to www.melloninvestor.com/isd to certify your TIN. or contact us by phone to request a Substitute Form W-9.

If you are exempt from backup withholding, remember to indicate that when completing the certification.

over the Phone

- Dial the toll-free number shown above
- Key your menu selections
- Request a Substitute Form W-9

through the Internet

- Go to www.melloninvestor.com/isd
- Logon to Investor Service Direct®
- Select the account name
- Choose *Manage Account Info* and select *Certify Tax ID*
- Confirm your certification

Mellon

You're done! It's that easy! *New user? Establish a PIN. then proceed.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

CHARTER COMMUNICATIONS, INC.

This statement is your record that the Charter Communications, Inc. Warrants have been credited to your account on the books of Charter Communications, Inc. maintained by Mellon Investor Services, under the Direct Registration System. Please verify all information on the reverse side of this statement. This statement is neither a negotiable instrument nor a security, and delivery of this statement does not itself confer any rights on the recipient. Nevertheless, it should be kept with your important documents as a record of your ownership of these securities.

Transfer ownership of your book-entry warrants at any time by submitting the appropriate warrant transfer documents to Mellon Investor Services. Visit Mellon’s Investor ServiceDirect online at www.melloninvestor.com/isd, or call 1-866-463-1222 to obtain transfer documents.

Transfer of your book-entry warrants to your broker can be accomplished in one of two ways:

- (1) The fastest and easiest way - provide your broker with your Personal Account Information and request that your broker initiate an electronic transfer of your warrants, or
- (2) Obtain a “Broker-Dealer Authorization Form” by visiting www.melloninvestor.com/isd, or by calling 1-866-463-1222.

To sell any or all of your book-entry warrants in your account at Mellon Investor Services, visit www.melloninvestor.com/isd, phone toll free 1-866-463-1222 or simply check the appropriate “sell” box, sign and date the attached sales coupon and mail it in the envelope provided. By conducting a sale through this program, you agree that this constitutes immediate enrollment in the program. Any sales of book-entry shares are subject to Mellon’s Terms and Conditions.

The Warrant Agreement, dated [] (the “Warrant Agreement”), between Charter Communications, Inc. (the “Company”) and Mellon Investor Services LLC, as Warrant Agent (the “Warrant Agent”), is incorporated by reference into and made a part of this statement and this statement is qualified in its entirety by reference to the Warrant Agreement. A copy of the Warrant Agreement may be inspected at the Warrant Agent’s office 480 Washington Blvd, Jersey City, NJ 07310, and is also available on the Company’s website at www.charter.com. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Warrant Agreement.

Book-Entry Warrants may be exercised to purchase Warrant Shares from the Company from the Effective Date through 5:00 p.m. New York City time on [] (the “Expiration Date”), at an initial exercise price of [] per whole share (as the same may be adjusted pursuant to Article V of the Warrant Agreement, the “Exercise Price”) multiplied by the number of Warrant Shares set forth above. The Exercise Price and the number of Warrant Shares purchasable upon exercise of the Warrants are subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement. Subject to the terms and conditions set forth in the Warrant Agreement, each Holder of a Book-Entry Warrant may exercise such Book-Entry Warrant, in whole or from time to time in part, by: (1) providing a properly completed and duly executed exercise form for the election to exercise such Book Entry Warrants (the “Exercise Form”) to the Warrant Agent in accordance with the instructions below, no later than 5:00 p.m., New York City time, on the Expiration Date, and (2) in the case of an exercise for cash, paying the applicable Exercise Amount to the Warrant Agent. In lieu of paying the Exercise Amount as set forth in the preceding sentence, subject to the provisions of the Warrant Agreement, each Book-Entry Warrant shall entitle the Holder thereof, at the election of such Holder, to exercise such Book- Entry Warrant on a net issuance basis in accordance with the procedures, terms and conditions set forth in Section 4.5 of the Warrant Agreement.

The Company shall not be required to issue any fraction of a share of its capital stock in connection with the exercise of Warrants. All shares of capital stock issuable upon conversion of more than one Warrant by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, round such fraction of a share to the nearest whole number of shares. For the avoidance of doubt, 0.5 of a share shall be rounded to one (1) share.

(DETACH SALES COUPON HERE)

SELL MY WARRANTS

By signing and returning this form, I am authorizing the sale of Charter Communications, Inc. Warrants held by Mellon Investor Services in book-entry form in my name. Please mail me a check for the proceeds of the sale less applicable fees. The fees to be charged are included in the enclosed Warrant Sale Program sheet. **THIS FORM MUST BE SIGNED BY THE REGISTERED HOLDER(S) EXACTLY AS THEIR NAME(S) APPEAR(S) ON THIS STATEMENT.**

FULL SALE:
SELL ALL WARRANTS.

PARTIAL SALE:
SELL _____ WARRANTS.

Taxpayer ID or Social Security Number
UNCERTIFIED

SIGNATURE

DATE

SIGNATURE

DATE

[]
[]
[]
[]

FORM OF FACE OF GLOBAL WARRANT CERTIFICATE

VOID AFTER 5:00 P.M., NEW YORK CITY TIME, ON [_____]

This Global Warrant Certificate is held by The Depository Trust Company (the “Depository”) or its nominee in custody for the benefit of the beneficial owners hereof, and is not transferable to any Person under any circumstances except that (i) this Global Warrant Certificate may be exchanged in whole but not in part pursuant to Section 6.1(a) of the Warrant Agreement, (ii) this Global Warrant Certificate may be delivered to the Warrant Agent for cancellation pursuant to Section 6.1(h) of the Warrant Agreement and (iii) this Global Warrant Certificate may be transferred to a successor Depository with the prior written consent of the Company.

Unless this Global Warrant Certificate is presented by an authorized representative of the Depository to the Company or the Warrant Agent for registration of transfer, exchange or payment and any certificate issued is registered in the name of Cede & Co., or such other entity as is requested by an authorized representative of the Depository (and any payment hereon is made to Cede & Co. or to such other entity as is requested by an authorized representative of the Depository), any transfer, pledge or other use hereof for value or otherwise by or to any Person is wrongful because the registered owner hereof, Cede & Co., has an interest herein.

Transfers of this Global Warrant Certificate shall be limited to transfers in whole, but not in part, to nominees of the Depository or to a successor thereof or such successor’s nominee, and transfers of portions of this Global Warrant Certificate shall be limited to transfers made in accordance with the restrictions set forth in Section 6 of the Warrant Agreement.

No registration or transfer of the securities issuable pursuant to the Warrant will be recorded on the books of the Company until these provisions have been complied with.

THE SECURITIES REPRESENTED BY THIS WARRANT CERTIFICATE (INCLUDING THE SECURITIES ISSUABLE UPON EXERCISE OF THE WARRANT) ARE SUBJECT TO ADDITIONAL AGREEMENTS SET FORTH IN THE WARRANT AGREEMENT DATED AS OF [_____], BY AND BETWEEN THE COMPANY AND THE WARRANT AGENT (THE "WARRANT AGREEMENT").

THIS WARRANT WILL BE VOID IF NOT EXERCISED PRIOR TO
5:00 P.M., NEW YORK CITY TIME, ON [_____]

WARRANT TO PURCHASE

_____ **SHARES OF CLASS A COMMON STOCK OF**

CHARTER COMMUNICATIONS, INC.

CUSP # [_____]

DISTRIBUTION DATE: [_____]

No. _____

This certifies that, for value received, _____, and its registered assigns (collectively, the "Registered Holder"), is entitled to purchase from Charter Communications, Inc., a corporation incorporated under the laws of the State of Delaware (the "Company"), subject to the terms and conditions hereof, at any time before 5:00 p.m., New York time, on [_____], the number of fully paid and non-assessable shares of Class A Common Stock of the Company set forth above at the Exercise Price (as defined in the Warrant Agreement). The Exercise Price and the number and kind of shares purchasable hereunder are subject to adjustment from time to time as provided in Article V of the Warrant Agreement. The initial Exercise Price shall be \$____.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

IN WITNESS WHEREOF, this Warrant has been duly executed by the Company under its corporate seal as of the ____ day of _____, 20__.

CHARTER COMMUNICATIONS, INC.

By: _____

Print Name: _____

Title: _____

Attest: _____
Secretary

MELLON INVESTOR SERVICES LLC,
as Warrant Agent

By: _____

Name:

Title:

Address of Registered Holder for Notices (until changed in accordance with this Warrant):

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS WARRANT CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

FORM OF REVERSE OF WARRANT

The Warrant evidenced by this Warrant Certificate is a part of a duly authorized issue of Warrants to purchase _____ shares of Class A Common Stock issued pursuant to that the Warrant Agreement, a copy of which may be inspected at the Warrant Agent's office designated for such purpose. The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the Registered Holders of the Warrants. All capitalized terms used on the face of this Warrant herein but not defined that are defined in the Warrant Agreement shall have the meanings assigned to them therein.

Upon due presentment for registration of transfer of the Warrant at the office of the Warrant Agent designated for such purpose, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any applicable tax or other charge.

The Company shall not be required to issue fractions of Warrant Shares or any certificates that evidence fractional Warrant Shares.

No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

This Warrant does not entitle the Registered Holder to any of the rights of a stockholder of the Company.

The Company and Warrant Agent may deem and treat the Registered Holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise hereof and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

**EXERCISE FORM FOR REGISTERED HOLDERS
HOLDING BOOK-ENTRY WARRANTS**

(To be executed upon exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by the Book-Entry Warrants, to purchase Warrant Shares and (check one):

- herewith tenders payment for _____ of the Warrant Shares to the order of Charter Communications, Inc. in the amount of \$_____ in accordance with the terms of the Warrant Agreement and this Warrant; or
- herewith tenders this Warrant for _____ Warrant Shares pursuant to the net issuance exercise provisions of Section 4.4(b) of the Warrant Agreement. This exercise and election shall be immediately effective or shall be effective as of 5:00 pm., New York time, on [insert date].

The undersigned requests that [a statement representing] the Warrant Shares be delivered as follows:

Name _____
Address _____

Delivery Address (if different)

If said number of shares shall not be all the shares purchasable under the within Warrant Statement, the undersigned requests that a new Book-Entry Warrant representing the balance of such Warrants shall be registered, with the appropriate Warrant Statement delivered as follows:

Name _____
Address _____

Delivery Address (if different)

Social Security or Other Taxpayer
Identification Number of Holder

Signature _____

Note: If the statement representing the Warrant Shares or any Book-Entry Warrants representing Warrants not exercised is to be registered in a name other than that in which the Book-Entry Warrants are registered, the signature of the holder hereof must be guaranteed.

SIGNATURE GUARANTEED BY:

Signatures must be guaranteed by a participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

Countersigned:

Dated: _____, 20

MELLON INVESTOR SERVICES LLC,
as Warrant Agent

Signature _____
Authorized Signatory

**EXERCISE FORM FOR BENEFICIAL HOLDERS
HOLDING WARRANTS THROUGH THE DEPOSITORY TRUST COMPANY**

**TO BE COMPLETED BY DIRECT PARTICIPANT
IN THE DEPOSITORY TRUST COMPANY**

(To be executed upon exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by _____ Warrants held for its benefit through the book-entry facilities of Depository Trust Company (the "Depository"), to purchase Warrant Shares and (check one):

- herewith tenders payment for _____ of the Warrant Shares to the order of Charter Communications, Inc. in the amount of \$_____ in accordance with the terms of the Warrant Agreement and this Warrant; or
- herewith tenders this Warrant for _____ Warrant Shares pursuant to the net issuance exercise provisions of Section 4.4(b) of the Warrant Agreement. This exercise and election shall be immediately effective or shall be effective as of 5:00 pm., New York time, on [insert date].

The undersigned requests that the Warrant Shares issuable upon exercise of the Warrants be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below; provided, that if the Warrant Shares are evidenced by global securities, the Warrant Shares shall be registered in the name of the Depository or its nominee.

Dated:

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU (THROUGH THE CLEARING SYSTEM) OF (1) THE WARRANT AGENT'S ACCOUNT AT THE DEPOSITORY TO WHICH YOU MUST DELIVER YOUR WARRANTS ON THE EXERCISE DATE AND (2) THE ADDRESS, PHONE NUMBER AND FACSIMILE NUMBER WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED. NAME OF DIRECT PARTICIPANT IN THE DEPOSITORY:

(PLEASE PRINT)

ADDRESS:

CONTACT NAME:

ADDRESS:

TELEPHONE (INCLUDING INTERNATIONAL CODE):

FAX (INCLUDING INTERNATIONAL CODE):

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):

ACCOUNT FROM WHICH WARRANTS ARE BEING DELIVERED:

DEPOSITORY ACCOUNT NO.

WARRANT EXERCISE NOTICES WILL ONLY BE VALID IF DELIVERED IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH IN THIS NOTIFICATION (OR AS OTHERWISE DIRECTED), MARKED TO THE ATTENTION OF "WARRANT EXERCISE". WARRANT HOLDER DELIVERING WARRANTS, IF OTHER THAN THE DIRECT DEPOSITARY PARTICIPANT DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

CONTACT NAME:

TELEPHONE (INCLUDING INTERNATIONAL CODE):

FAX (INCLUDING INTERNATIONAL CODE):

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):

ACCOUNT TO WHICH THE SHARES OF CLASS A COMMON STOCK ARE TO BE CREDITED:

DEPOSITARY ACCOUNT NO.

FILL IN FOR DELIVERY OF THE CLASS A COMMON STOCK, IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

FAX (INCLUDING INTERNATIONAL CODE): _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

NUMBER OF WARRANTS BEING EXERCISED: _____
(ONLY ONE EXERCISE PER WARRANT EXERCISE NOTICE)

Signature: _____

Name: _____

Capacity in which Signing: _____

SIGNATURE GUARANTEED BY: _____

Signatures must be guaranteed by a participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

FORM OF ASSIGNMENT
(To be executed only upon assignment of Warrant)

For value received, _____ hereby sells, assigns and transfers unto the Assignee(s) named below the rights represented by such Warrant to purchase number of Warrant Shares listed opposite the respective name(s) of the Assignee(s) named below and all other rights of the Registered Holder under the within Warrant, and does hereby irrevocably constitute and appoint _____ attorney, to transfer said Warrant on the books of the within-named Company with respect to the number of Warrant Shares set forth below, with full power of substitution in the premises:

<u>Name(s) of Assignee(s)</u>	<u>Address</u>	<u>No. of Warrant Shares</u>
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And if said number of Warrant Shares shall not be all the Warrant Shares represented by the Warrant, a new Warrant is to be issued in the name of said undersigned for the balance remaining of the Warrant Shares registered by said Warrant.

Dated: _____, 20__ Signature _____

Note: The above signature should correspond exactly with the name on the face of this Warrant

FORM OF WARRANT AGREEMENT

[CII Settlement Claims]

THIS WARRANT AGREEMENT (this "Agreement") is made as of the [____] day of [____], 2009 between Charter Communications, Inc., a Delaware corporation, with offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131 (the "Company"), and Mellon Investor Services LLC, a New Jersey limited liability company (the "Warrant Agent").

WHEREAS, on [____], the Company, Charter Investment, Inc. and the direct and indirect debtor subsidiaries of the Company (collectively, the "Debtors") filed petitions with the United States Bankruptcy Court (the "Bankruptcy Court") under Title 11 of the United States Code, 11 U.S.C. §§ 101-1330.

WHEREAS, the Company proposes to issue an aggregate of [____] shares of New Common Stock (as defined below) pursuant to the order of the United States Bankruptcy Court in [____] Case No. [____], and the Plan of Reorganization confirmed therein in connection with the reorganization of the Company under Chapter 11 of Title 11 of the United States Code;

WHEREAS, the Company proposes to issue, at the Effective Date (as defined below), warrants (the "Warrants") to purchase, in the aggregate, [____] shares of New Common Stock at an exercise price of \$[____],¹ to Paul G. Allen ("Mr. Allen") (or his designees), such Warrants to be classified as CII Settlement Claim Warrants (as defined below);

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the Warrants;

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, exercise and cancellation of the Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent, as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

¹ Exercise price per share to be based on a total equity value equal to the Plan Value (as defined in the Plan of Reorganization), less the Warrant Value (as defined in the Plan of Reorganization), plus the gross cash proceeds of the Rights Offering (as defined in the Plan of Reorganization).

ARTICLE I

DEFINITIONS

Section 1.1 Definition of Terms. As used in this Agreement, the following capitalized terms shall have the following respective meanings:

(a) “Business Day” shall mean any day other than a Saturday, Sunday or other day on which banks in the State of New York or New Jersey are authorized by law to remain closed.

(b) “Beneficial Holder” shall mean any Person that holds beneficial interests in a Global Warrant Certificate.

(c) “Board” shall mean the Board of Directors of the Company.

(d) “CCH Notes Claim” has the meaning set forth in the Plan of Reorganization.

(e) “CIH Notes Claim” has the meaning set forth in the Plan of Reorganization.

(f) “CII Settlement Claim Warrants” has the meaning set forth in the Plan of Reorganization.

(g) “Effective Date” has the meaning set forth in the Plan of Reorganization.

(h) “Expiration Date” shall mean 5:00 p.m., New York City time, on [_____],² or if such day is not a Business Day, the next succeeding day which is a Business Day.

(i) “NASDAQ” shall mean The NASDAQ Stock Market (including any of its subdivisions such as the NASDAQ Global Select Market) or any successor market thereto.

(j) “New Common Stock” shall mean Class A common stock, \$.001 par value per share, of the Company. For purposes of Article V hereof, references to “shares of New Common Stock” shall be deemed to include shares of any other class of stock resulting from successive changes or reclassifications of the New Common Stock consisting solely of changes in par value or from no par value to par value and vice versa.

(k) “NYSE” shall mean The New York Stock Exchange or any successor stock exchange thereto.

² Note to Draft: 7 years from the Effective Date.

(l) “Person” shall mean any individual, firm, corporation, limited liability company, partnership, trust or other entity, and shall include any successor (by merger or otherwise) thereof or thereto.

(m) “Plan of Reorganization” shall mean the joint plan of reorganization of the Debtors as finally approved by the bankruptcy court before which the Debtors’ case under Chapter 11 of Title 11 of the United States Code was pending.

(n) “Regular Dividend” means any regularly scheduled cash dividend that (i) is declared or paid after the later to occur of (A) the date upon which the Specified Fees and Expenses have been paid in full and (B) the second anniversary of the Effective Date and (ii) together with all other regularly scheduled cash dividends paid or declared during the applicable fiscal year, does not exceed forty-five percent (45%) of the consolidated net income (determined in accordance with United States generally accepted accounting principles) of the Company and its consolidated subsidiaries for the preceding fiscal year.

(o) “Securities Act” shall mean the Securities Act of 1933, as amended.

(p) “Specified Fees and Expenses” has the meaning set forth in the Plan of Reorganization.

(q) “Warrant Shares” shall mean New Common Stock and any other securities purchased or purchasable upon exercise of the Warrants (and, if the context requires, securities which may thereafter be issued by the Company in respect of any such securities, by means of any stock splits, stock dividends, recapitalizations, reclassifications or the like, including as set forth in Article V).

Section 1.2 Table of Defined Terms.

<u>Term</u>	<u>Section Number</u>
Agreement	Recitals
Appropriate Officer	Section 3.3(a)
Bankruptcy Court	Recitals
Book-Entry Warrants	Section 3.1
Company	Recitals
Depository	Section 3.2(b)
Exercise Amount	Section 4.5(a)
Exercise Form	Section 4.3(a)
Exercise Price	Section 4.1
Extraordinary Distribution	Section 5.1(b)
FMV	Section 4.5(c)
Fundamental Change	Section 5.1(c)
Global Warrant Certificates	Section 3.2(a)
Holder	Section 4.1
Mr. Allen	Recitals
Net Issuance Exercise Date	Section 4.4(b)
Net Issuance Right	Section 4.5(b)

Net Issuance Warrant Shares	Section 4.5(b)
New Rights	Section 5.1(d)
Registered Holder	Section 3.4(d)
Warrants	Recitals
Warrant Agent	Recitals
Warrant Register	Section 3.4(b)
Warrant Statements	Section 3.1

ARTICLE II

APPOINTMENT OF WARRANT AGENT

Section 2.1 Appointment. The Company hereby appoints the Warrant Agent to act as agent for the Company in respect of the Warrants upon the express terms and subject to the conditions herein set forth (and no implied terms), and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the terms and conditions set forth in this Agreement.

ARTICLE III

WARRANTS

Section 3.1 Issuance of Warrants. On the terms and subject to the conditions of this Agreement and in accordance with the terms of the Plan of Reorganization, on the Effective Date, Warrants to purchase the Warrant Shares will be issued by the Company to Mr. Allen (or his designees), such Warrants to be classified as CII Settlement Claim Warrants. On such date, the Company will deliver, or cause to be delivered to the Depositary, one or more Global Warrant Certificates evidencing a portion of the Warrants. Upon receipt by the Warrant Agent of a written order of the Company pursuant to Section 3.4 hereof, the remainder of the Warrants shall be issued by book-entry registration on the books of the Warrant Agent (“Book-Entry Warrants”) and shall be evidenced by statements issued by the Warrant Agent from time to time to the Registered Holders of Book-Entry Warrants reflecting such book-entry position (the “Warrant Statements”). The maximum number of shares of New Common Stock issuable pursuant to the Warrants shall be [_____] shares, as such amount may be adjusted from time to time pursuant to this Agreement. The Company shall promptly notify the Warrant Agent in writing upon the occurrence of the Effective Date and, if such notification is given orally, the Company shall confirm same in writing on or prior to the Business Day next following. Until such notice is received by the Warrant Agent, the Warrant Agent may presume conclusively for all purposes that the Effective Date has not occurred.

Section 3.2 Form of Warrant.

(a) Subject to Section 6.1 of this Agreement, the Warrants shall be issued, at the election of the Holder, either (i) via book-entry registration on the books and records of the Warrant Agent and evidenced by the Warrant Statements, in substantially the form set forth in Exhibit A-1 attached hereto, or (ii) in the form of one or more global certificates (the “Global Warrant Certificates”), with the forms of election to exercise and of assignment printed on the

reverse thereof, in substantially the form set forth in Exhibit A-2 attached hereto. The Warrant Statements and Global Warrant Certificates may bear such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Agreement, may have such letters, numbers or other marks of identification and may have a legend in substantially the following form placed thereon if required to comply with any law or with any rules made pursuant thereto or with any rules of any securities exchange:

NEITHER THESE SECURITIES NOR THE SHARES OF COMMON STOCK ISSUABLE UPON EXERCISE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE, AND, ACCORDINGLY CANNOT BE OFFERED, SOLD OR TRANSFERRED UNLESS AND UNTIL THEY ARE SO REGISTERED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR UNLESS EXEMPTION IS THEN AVAILABLE UNDER SUCH ACT AND SUCH LAWS. NOTWITHSTANDING THE FOREGOING, THESE SECURITIES AND THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION MAY BE PLEDGED TO A BANK OR FINANCIAL LENDING INSTITUTION IN CONNECTION WITH A BONA FIDE LOAN.

(b) The Global Warrant Certificates shall be deposited on or after the Effective Date with the Warrant Agent and registered in the name of Cede & Co., as the nominee of The Depository Trust Company (the “Depository”). Each Global Warrant Certificate shall represent such number of the outstanding Warrants as specified therein, and each shall provide that it shall represent the aggregate amount of outstanding Warrants from time to time endorsed thereon and that the aggregate amount of outstanding Warrants represented thereby may from time to time be reduced or increased, as appropriate, in accordance with the terms of this Agreement.

Section 3.3 Execution of Global Warrant Certificates.

(a) The Global Warrant Certificates shall be signed on behalf of the Company by its Chairman of the Board of Directors, its Chief Executive Officer, its President, any Senior Vice President or its Treasurer (each, an “Appropriate Officer”). Each such signature upon the Global Warrant Certificates may be in the form of a facsimile signature of any such Appropriate Officer and may be imprinted or otherwise reproduced on the Global Warrant Certificates and for that purpose the Company may adopt and use the facsimile signature of any Appropriate Officer.

(b) If any Appropriate Officer who shall have signed any of the Global Warrant Certificates shall cease to be such Appropriate Officer before the Global Warrant Certificates so signed shall have been countersigned by the Warrant Agent or disposed of by the Company, such Global Warrant Certificates nevertheless may be countersigned and delivered or disposed of as though such Appropriate Officer had not ceased to be such Appropriate Officer of the Company; and any Global Warrant Certificate may be signed on behalf of the Company by any person who, at the actual date of the execution of such Global Warrant Certificate, shall be a proper Appropriate Officer of the Company to sign such Global Warrant Certificate, although at the date of the execution of this Agreement any such person was not such Appropriate Officer.

Section 3.4 Registration and Countersignature.

(a) Upon receipt of a written order of the Company, the Warrant Agent shall (i) register in the Warrant Register the Book-Entry Warrants and deliver Warrant Statements to the Registered Holders of Book-Entry Warrants and (ii) upon receipt of the Global Warrant Certificates duly executed on behalf of the Company, either manually or by facsimile signature countersign one or more Global Warrant Certificates evidencing Warrants and deliver such Global Warrant Certificates to or upon the written order of the Company. Such written order of the Company shall specifically state the number of Warrants that are to be issued as Book-Entry Warrants and the number of Warrants that are to be issued as a Global Warrant Certificate. A Global Warrant Certificate shall be, and shall remain, subject to the provisions of this Agreement until such time as all of the Warrants evidenced thereby shall have been duly exercised or shall have expired or been canceled in accordance with the terms hereof.

(b) No Global Warrant Certificate shall be valid for any purpose, and no Warrant evidenced thereby shall be exercisable, until such Global Warrant Certificate has been either manually or by facsimile signature countersigned by the Warrant Agent. Such signature by the Warrant Agent upon any Global Warrant Certificate executed by the Company shall be conclusive evidence that such Global Warrant Certificate so countersigned has been duly issued hereunder.

(c) The Warrant Agent shall keep, at an office designated for such purpose, books (the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, it shall register the Book-Entry Warrants as well as any Global Warrant Certificates and exchanges and transfers of outstanding Warrants in accordance with the procedures set forth in Section 6.1 of this Agreement, all in form satisfactory to the Company and the Warrant Agent. No service charge shall be made for any exchange or registration of transfer of the Warrants, but the Company may require payment of a sum sufficient to cover any stamp or other tax or other charge that may be imposed on the Registered Holder in connection with any such exchange or registration of transfer. Notwithstanding anything in this Agreement to the contrary, the Warrant Agent shall have no obligation to take any action whatsoever with respect to an exchange or registration of transfer unless and until it is reasonably satisfied that all such payments required by the immediately preceding sentence have been made.

(d) Prior to due presentment for registration of transfer or exchange of any Warrant in accordance with the procedures set forth in this Agreement, the Company and the Warrant Agent may deem and treat the Person in whose name any Warrant is registered upon the Warrant Register (the "Registered Holder" of such Warrant) as the absolute owner of such Warrant (notwithstanding any notation of ownership or other writing on a Global Warrant Certificate made by anyone other than the Company or the Warrant Agent), for the purpose of any exercise thereof, any distribution to the holder thereof and for all other purposes, and neither the Warrant Agent nor the Company shall be affected by notice to the contrary.

ARTICLE IV

TERMS AND EXERCISE OF WARRANTS

Section 4.1 Exercise Price. On the Effective Date, each Warrant shall entitle (i) in the case of the Book-Entry Warrants, the Registered Holder thereof and (ii) in the case of Warrants held through the book-entry facilities of the Depository or by or through Persons that are direct participants in the Depository, the Beneficial Holder thereof ((i) and (ii) collectively, the “Holder”), subject to the provisions of such Warrant and of this Agreement, to purchase from the Company (and the Company shall issue and sell to each Holder) the number of Warrant Shares, at the price of \$[_____]³ per whole share (as the same may be hereafter adjusted pursuant to Article V, the “Exercise Price”), specified in such Warrant.

Section 4.2 Duration of Warrants. Warrants may be exercised by the Holder thereof, in whole or in part, at any time and from time to time during the period commencing on the Effective Date and terminating at 5:00 p.m., New York City time, on the Expiration Date. Any Warrant, or any portion thereof, not exercised prior to 5:00 p.m., New York City time, on the Expiration Date, shall become permanently and irrevocably null and void at 5:00 p.m., New York City time, on the Expiration Date, and all rights thereunder and all rights in respect thereof under this Agreement shall cease at such time.

Section 4.3 Method of Exercise.

(a) Subject to the provisions of the Warrants and this Agreement, the Holder of a Warrant may exercise such Holder’s right to purchase the Warrant Shares, in whole or from time to time in part, by: (x) in the case of Persons who hold Book-Entry Warrants, providing an exercise form for the election to exercise such Warrant (“Exercise Form”) substantially in the form of Exhibit B-1 hereto, properly completed and duly executed by the Registered Holder thereof, and, in the case of an exercise for cash pursuant to Section 4.5(a), providing payment of the Exercise Amount, to the Warrant Agent, and (y) in the case of Warrants held through the book-entry facilities of the Depository or by or through Persons that are direct participants in the Depository, providing an Exercise Form (as provided by such Holder’s broker), properly completed and duly executed by the Beneficial Holder thereof, and, in the case of an exercise for cash pursuant to Section 4.5(a), providing payment of the Exercise Amount, to its broker.

(b) Any exercise of a Warrant pursuant to the terms of this Agreement shall be irrevocable and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with its terms.

(c) The Warrant Agent shall:

³ Exercise price per share to be based on a total equity value equal to the Plan Value (as defined in the Plan of Reorganization), less the Warrant Value (as defined in the Plan of Reorganization), plus the gross cash proceeds of the Rights Offering (as defined in the Plan of Reorganization).

(i) examine all Exercise Forms and all other documents delivered to it by or on behalf of Holders as contemplated hereunder to ascertain whether or not, on their face, such Exercise Forms and any such other documents have been executed and completed in accordance with their terms and the terms hereof;

(ii) where an Exercise Form or other document appears on its face to have been improperly completed or executed or some other irregularity in connection with the exercise of the Warrants exists, endeavor to inform the appropriate parties (including the Person submitting such instrument) of the need for fulfillment of all requirements, specifying those requirements which appear to be unfulfilled;

(iii) inform the Company of and cooperate with and assist the Company in resolving any reconciliation problems between Exercise Forms received and the delivery of Warrants to the Warrant Agent's account;

(iv) advise the Company no later than five (5) Business Days after receipt of an Exercise Form, of (A) the receipt of such Exercise Form and the number of Warrants exercised in accordance with the terms and conditions of this Agreement, (B) the instructions with respect to delivery of the Warrant Shares deliverable upon such exercise, subject to timely receipt from the Depository of the necessary information, and (C) such other information as the Company shall reasonably require;

(v) if requested by the Company and provided with the Warrant Shares and all other necessary information, liaise with the Depository and endeavor to deliver the Warrant Shares to the relevant accounts at the Depository in accordance with its customary requirements; and

(vi) account promptly to the Company with respect to Warrants exercised and promptly deposit all monies received by the Warrant Agent for the purchase of Warrant Shares through the exercise of Warrants in the account of the Company maintained with the Warrant Agent for such purpose.

(d) The Company reserves the right to reasonably reject any and all Exercise Forms not in proper form. Such determination by the Company shall be final and binding on the Holders of the Warrants, absent manifest error. Moreover, the Company reserves the absolute right to waive any of the conditions to the exercise of Warrants or defects in Exercise Forms with regard to any particular exercise of Warrants. Neither the Company nor the Warrant Agent shall be under any duty to give notice to the Holders of the Warrants of any irregularities in any exercise of Warrants, nor shall it incur any liability for the failure to give such notice.

Section 4.4 Issuance of Warrant Shares.

(a) Upon exercise of any Warrants pursuant to Section 4.3 and, if applicable, clearance of the funds in payment of the Exercise Price, the Company shall promptly at its expense, and in no event later than ten (10) Business Days thereafter, calculate and cause to be issued to the Holder of such Warrants the total number of whole Warrant Shares for which such Warrants are being exercised (as the same may be hereafter adjusted pursuant to Article V):

(i) in the case of a Beneficial Holder who holds the Warrants being exercised through the Depository's book-entry transfer facilities, by same-day or next-day credit to the Depository for the account of such Beneficial Holder or for the account of a participant in the Depository the number of Warrant Shares to which such Person is entitled, in each case registered in such name and delivered to such account as directed in the Exercise Form by such Beneficial Holder or by the direct participant in the Depository through which such Beneficial Holder is acting, or

(ii) in the case of a Registered Holder who holds the Warrants being exercised in the form of Book-Entry Warrants, a book-entry interest in the Warrant Shares registered on the books of the Company's transfer agent or, at the Registered Holder's option, by delivery to the address designated by such Registered Holder on its Exercise Form of a physical certificate representing the number of Warrant Shares to which such Registered Holder is entitled, in fully registered form, registered in such name or names as may be directed by such Registered Holder.

(b) Any exercise of Net Issuance Right pursuant to Section 4.5(b) shall be effective upon receipt by the Warrant Agent of the Exercise Form properly completed and duly executed, or on such later date as is specified therein (the "Net Issuance Exercise Date"). The Holder of the Warrants shall be deemed to be the holder of record of the Warrant Shares issuable upon such exercise as of the time of receipt of the Exercise Form and payment of the aggregate Exercise Price for the Warrant Shares for which a Warrant is then being exercised, in the case of an exercise for cash pursuant to Section 4.5(a), or as of the Net Issuance Exercise Date, in the case of a net issuance exercise pursuant to Section 4.5(b), except that, if the date of such receipt and payment or the Net Issuance Exercise Date is a date when the stock transfer books of the Company are closed, the Holder shall be deemed to have become the holder of such shares at the close of business on the next succeeding date on which the stock transfer books are open. Warrants may not be exercised by, or securities issued to, any Holder in any state in which such exercise or issuance would be unlawful.

(c) If less than all of the Warrants evidenced by a Global Warrant Certificate or Warrant Statement, as applicable, surrendered upon the exercise of Warrants are exercised at any time prior to the Expiration Date, a new Global Warrant Certificate or Warrant Statement, as applicable, shall be issued for the remaining number of Warrants evidenced by such Global Warrant Certificate or Warrant Statement, as applicable, so surrendered, and the Warrant Agent is hereby authorized to countersign and deliver the required new Global Warrant Certificate or Warrant Statement, as applicable, pursuant to the provisions of Section 3.4 and this Section 4.4.

Section 4.5 Exercise of Warrant.

(a) *Right to Exercise for Cash.* Warrants or any portion thereof may be exercised by the Holders thereof at any time or from time to time during the period specified in Section 4.2 hereof by delivery of payment to the Warrant Agent, for the account of the Company, by certified or bank cashier's check payable to the order of the Company (or as otherwise agreed to by the Company), in lawful money of the United States of America, of the full Exercise Price for the number of Warrant Shares specified in the Exercise Form (which shall be equal to the Exercise Price multiplied by the number of Warrant Shares in respect of which

any Warrants are being exercised) and, to the extent required by Section 8.1 hereof, any and all applicable taxes and charges due in connection with the exercise of Warrants and the exchange of Warrants for Warrant Shares (the “Exercise Amount”).

(b) *Right to Exercise on a Net Issuance Basis.* In lieu of exercising Warrants for cash pursuant to Section 4.5(a), Holders shall have the right to exercise Warrants or any portion thereof (the “Net Issuance Right”) for Warrant Shares as provided in this Section 4.5(b) at any time or from time to time during the period specified in Section 4.2 hereof by the surrender to the Warrant Agent of a duly executed and properly completed Exercise Form marked to reflect net issuance exercise. Upon exercise of the Net Issuance Right with respect to a particular number of Warrant Shares subject to such Warrants and noted on the Exercise Form (the “Net Issuance Warrant Shares”), the Company shall calculate and deliver or cause to be delivered to the Holder (without payment by the Holder of any Exercise Amount or any cash or other consideration) that number of fully paid and nonassessable Warrant Shares (subject to the provisions of Section 4.7) equal to the quotient obtained by dividing (x) the value of such Warrants (or the specified portion hereof) on the Net Issuance Exercise Date, which value shall be determined by subtracting (A) the aggregate Exercise Amount of the Net Issuance Warrant Shares immediately prior to the exercise of the Net Issuance Right from (B) the aggregate fair market value of the Net Issuance Warrant Shares issuable upon exercise of such Warrants (or the specified portion thereof) on the Net Issuance Exercise Date (as defined above) by (y) the fair market value of one Warrant Share on the Net Issuance Exercise Date. Expressed as a formula, such net issuance exercise shall be computed as follows:

$$X = \frac{B - A}{Y}$$

Where:

- X = the number of Warrant Shares issuable to the Holder thereof
- Y = the FMV of one Warrant Share as of the Net Issuance Exercise Date
- A = the aggregate Exercise Amount (i.e., Net Issuance Warrant Shares x Exercise Price, plus, to the extent required by Section 8.1 hereof, any and all applicable taxes and charges due in connection with the exercise of the applicable Warrants and the exchange of such Warrants for such Net Issuance Warrant Shares)
- B = the aggregate FMV (i.e., FMV x Net Issuance Warrant Shares)

If the foregoing calculation results in a negative number, then no Warrant Shares shall be issuable upon exercise of the Net Issuance Right by the applicable Holder.

(c) *Determination of Fair Market Value.* For purposes of this Section 4.5, “fair market value” or “FMV” of a Warrant Share as of the Net Issuance Exercise Date shall mean:

(i) if traded on the NYSE, NASDAQ or another stock exchange, the trailing 20-day volume-weighted average price of the Warrant Shares on the NYSE, NASDAQ or such other exchange for the period ending on the trading day immediately prior to the Net Issuance Exercise Date;

(ii) if traded over-the-counter, the trailing 20-day volume-weighted average price of the Warrant Shares for the period ending on the trading day immediately prior to the Net Issuance Exercise Date; and

(iii) if there is no public market for the Warrant Shares, a good faith determination of such fair market value by the Board after consultation with an investment banking firm of nationally recognized standing.

(d) *Determination of the Number of Warrant Shares to be Issued.* The number of Warrant Shares to be issued on each such exercise will be determined by the Company (with written notice thereof to the Warrant Agent) using the formula set forth in this Section 4.5. The Warrant Agent shall have no duty or obligation to investigate or confirm whether the Company's determination of the number of Warrant Shares to be issued on such exercise, pursuant to this Section 4.5, is accurate or correct.

Section 4.6 Reservation of Shares. The Company hereby agrees that at all times there shall be reserved for issuance and delivery upon exercise of Warrants such number of Warrant Shares as may be from time to time issuable upon exercise in full of the Warrants. All Warrant Shares shall be duly authorized, and when issued upon such exercise, shall be validly issued, fully paid and non-assessable, free and clear of all taxes (subject to Section 8.1), liens, security interests, charges and other encumbrances or restrictions of any kind (other than any applicable restrictions under federal and state securities laws) and free and clear of all preemptive rights or similar rights of stockholders, and the Company shall take all such action as may be necessary or appropriate in order that the Company may validly and legally issue all Warrant Shares in compliance with this sentence. If at any time prior to the Expiration Date the number and kind of authorized but unissued shares of the Company's capital stock shall not be sufficient to permit exercise in full of the Warrants, the Company will promptly take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares to such number of shares as shall be sufficient for such purposes. The Company agrees that its issuance of Warrants shall constitute full authority to its officers who are charged with the issuance of Warrant Shares to issue shares of New Common Stock upon the exercise of Warrants. Without limiting the generality of the foregoing, the Company will not increase the stated or par value per share, if any, of the New Common Stock above the Exercise Price in effect immediately prior to such increase in stated or par value and will from time to time take all actions reasonably necessary to ensure that the stated or par value per share, if any, of the New Common Stock is at all times less than the Exercise Price then in effect.

Section 4.7 Fractional Shares. The Company shall not be required to issue any fraction of a share of its capital stock in connection with the exercise of Warrants. All shares of capital stock issuable upon conversion of more than one Warrant by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the

issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, round such fraction of a share to the nearest whole number of shares. For the avoidance of doubt, 0.5 of a share shall be rounded to one (1) share.

Section 4.8 Listing. Subject to the restrictions on listing of New Common Stock as set forth in the Plan of Reorganization, the Company shall secure the listing of shares of New Common Stock issuable from time to time upon exercise of the Warrants or other Warrant Shares upon each national securities exchange or stock market, if any, upon which shares of New Common Stock (or securities of the same class as such other Warrant Shares, if applicable) are then listed (subject to official notice of issuance upon exercise of Warrants) and shall maintain, so long as any other shares of New Common Stock (or, as applicable, other securities) shall be so listed, such listing of all Warrant Shares from time to time issuable upon the exercise of Warrants.

Section 4.9 Redemption. The Warrants shall not be redeemable by the Company or any other Person.

ARTICLE V

ADJUSTMENT OF SHARES OF NEW COMMON STOCK PURCHASABLE AND OF EXERCISE PRICE

The Exercise Price and the number and kind of Warrant Shares shall be subject to adjustment from time to time upon the happening of certain events as provided in this Article V.

Section 5.1 Mechanical Adjustments.

(a) Subject to the provisions of Section 4.7, if at any time prior to the exercise in full of the Warrants, the Company shall (i) pay or declare a dividend or make a distribution on the New Common Stock payable in shares of its capital stock (whether shares of New Common Stock or of capital stock of any other class), (ii) subdivide, split, reclassify or recapitalize its outstanding New Common Stock into a greater number of shares, (iii) combine, reclassify or recapitalize its outstanding New Common Stock into a smaller number of shares, or (iv) issue any shares of its capital stock by reclassification of its New Common Stock (including any such reclassification in connection with a consolidation or a merger in which the Company is the continuing corporation), then the Exercise Price in effect at the time of the record date of such event shall be adjusted (either upward or downward, as the case may be) so that the Holders shall be entitled to receive the aggregate number and kind of shares which, if their Warrants had been exercised in full immediately prior to such event, the Holders would have owned upon such exercise and been entitled to receive by virtue of such event. Any adjustment required by this Section 5.1(a) shall be made successively immediately after the earlier of the record date or the effective date of such event, as applicable, whenever any event in this Section 5.1(a) shall occur, to allow the purchase of such aggregate number and kind of shares.

(b) If the Company distributes to holders of its New Common Stock any assets (including but not limited to cash, but excluding any Regular Dividends), securities, or warrants to purchase securities (including but not limited to New Common Stock, but excluding

New Rights), other than as described in Section 5.1(a), Section 5.1(c) or Section 5.1(d) (any such non-excluded event being referred to herein as an “Extraordinary Distribution”), then the Exercise Price shall be decreased, effective immediately after the record or other distribution date of such Extraordinary Distribution, by the amount of cash and/or fair market value (as determined in good faith by the Board after consultation with an investment banking firm of nationally recognized standing) of any securities or assets paid or distributed on each share of New Common Stock in respect of such Extraordinary Distribution. Any adjustment required by this Section 5.1(b) shall be made successively immediately after the earlier of the record date or distribution date whenever any event in this Section 5.1(b) shall occur to allow the purchase of the aggregate number and kind of shares to which Holders may be entitled.

(c) If any transaction or event (including, but not limited to, any merger, consolidation, sale of assets, tender or exchange offer, reorganization, reclassification, compulsory share exchange or liquidation) occurs in which all or substantially all of the outstanding New Common Stock is converted into or exchanged for stock, other securities, cash or assets (each, a “Fundamental Change”), the Holder of each Warrant outstanding immediately prior to the occurrence of such Fundamental Change will have the right upon any subsequent exercise (and payment of the applicable Exercise Price) to receive (but only out of legally available funds, to the extent required by applicable law) the kind and amount of stock, other securities, cash and assets that such Holder would have received if such Warrant had been exercised pursuant to the terms hereof immediately prior thereto (assuming such Holder failed to exercise his rights of election, if any, as to the kind or amount of securities, cash or other property receivable upon such Fundamental Change). Any adjustment required by this Section 5.1(c) shall be made successively immediately after the earlier of the record date or the effective date, as applicable, whenever any event in this Section 5.1(c) shall occur, to allow the purchase of the aggregate number and kind of shares or other consideration to which Holders may be entitled. The Company will not effect any capital reorganization or reclassification of its capital stock, or any consolidation or merger, or the sale of all or substantially all of its assets (where there is a change in or distribution with respect to the New Common Stock) unless prior to the consummation thereof the successor Person (if other than the Company) shall assume by written instrument the obligation to deliver to the Holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, the Holder may be entitled to purchase.

(d) If the Company distributes to holders of its New Common Stock rights (“New Rights”) to purchase securities (including but not limited to New Common Stock), other than as described in Section 5.1(a), Section 5.1(b) or Section 5.1(c), at a price per share that is less than the fair market value thereof (as determined (i) in the case of New Rights to purchase New Common Stock, in accordance with the procedures for determining FMV of a Warrant Share under Section 4.5(c) and (ii) in the case of New Rights to purchase any other securities, as determined in good faith by the Board after consultation with an investment banking firm of nationally recognized standing), then the Company shall distribute a number of New Rights (subject to the terms and conditions of the underlying rights offering applicable to all participants in such offering) to each Holder of Warrants hereunder equal to the number of New Rights such Holder would have received if such Warrants had been exercised pursuant to the terms hereof immediately prior to such distribution.

(e) Subject to the provisions of Section 4.7, whenever the Exercise Price payable upon exercise of Warrants is adjusted pursuant to Section 5.1(a), the number of Warrant Shares issuable upon exercise of each Warrant shall simultaneously be adjusted to a number of Warrant Shares determined by multiplying the number of Warrant Shares initially issuable upon exercise of each Warrant by the Exercise Price in effect on the date of such adjustment and dividing the product so obtained by the Exercise Price, as adjusted.

(f) If, at any time after the Issue Date, any adjustment is made to the applicable Exercise Price pursuant to this Section 5.1, such adjustment to the Exercise Price will be applicable with respect to all then outstanding Warrants and all Warrants issued in exchange or substitution therefor on or after the date of the event causing such adjustment to the Exercise Price.

(g) No adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Section 5.1(g) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 5.1 shall be made to the nearest cent (\$0.01) (with \$.005 being rounded upward) or to the nearest one-hundredth of a share (with .005 of a share being rounded upward), as the case may be. Notwithstanding anything in this Section 5.1 to the contrary, the Exercise Price shall not be reduced to less than the then existing par value of the New Common Stock as a result of any adjustment made hereunder.

(h) In the event that at any time, as a result of any adjustment made pursuant to Section 5.1(a), Section 5.1(b), Section 5.1(c) or Section 5.1(d), the Holder thereafter shall become entitled to receive any shares of the Company other than New Common Stock, thereafter the number of such other shares so receivable upon exercise of any Warrant shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the New Common Stock contained in this Section 5.1.

(i) The Company will not take any action that results in any adjustment hereunder if the total number of shares of New Common Stock issuable after such action upon exercise in full of the Warrants, together with all shares of New Common Stock then outstanding and all shares of New Common Stock then issuable upon exercise of all options and upon conversion of all convertible securities then outstanding, would exceed the total number of shares of New Common Stock then authorized by the Company's Amended and Restated Certificate of Incorporation.

Section 5.2 Notices of Adjustment. Whenever the number and/or kind of Warrant Shares or the Exercise Price is adjusted as herein provided, the Company shall (i) prepare and deliver, or cause to be prepared and delivered, forthwith to the Warrant Agent a certificate signed by an Appropriate Officer of the Company setting forth the adjusted number and/or kind of shares purchasable upon the exercise of Warrants and the Exercise Price of such shares after such adjustment, the facts requiring such adjustment and the computation by which adjustment was made, and (ii) cause the Warrant Agent to give written notice to each Holder in the manner provided in Section 9.2 below, which notice shall state the record date or the effective date of the event in addition to the adjusted number and/or kind of shares purchasable upon the exercise of

Warrants and the Exercise Price of such shares after such adjustment, the facts requiring such adjustment and the computation by which adjustment was made. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event. The Warrant Agent shall be fully protected in relying upon such a certificate and shall have no duty with respect to, and shall not be deemed to have knowledge of, any adjustments, unless and until the Warrant Agent shall have received such a certificate.

Section 5.3 Form of Warrant After Adjustments. The form of the Global Warrant Certificate need not be changed because of any adjustments in the Exercise Price or the number or kind of the Warrant Shares, and Warrants theretofore or thereafter issued may continue to express the same price and number and kind of shares as are stated in Warrants, as initially issued. The Company, however, may at any time in its sole discretion make any change in the form of Global Warrant Certificate that it may deem appropriate to give effect to such adjustments and that does not affect the substance of the Global Warrant Certificate (including the rights, duties, immunities or obligations of the Warrant Agent), and any Global Warrant Certificate thereafter issued, whether in exchange or substitution for an outstanding Global Warrant Certificate or otherwise, may be in the form so changed.

ARTICLE VI

TRANSFER AND EXCHANGE OF WARRANTS AND WARRANT SHARES

Section 6.1 Registration of Transfers and Exchanges.

(a) *Transfer and Exchange of Global Warrant Certificates or Beneficial Interests Therein.* The transfer and exchange of Global Warrant Certificates or beneficial interests therein shall be effected through the Depository, in accordance with this Agreement and the procedures of the Depository therefor.

(b) *Exchange of a Beneficial Interest in a Global Warrant Certificate for a Book-Entry Warrant.*

(i) Any Holder of a beneficial interest in a Global Warrant Certificate may, upon request, exchange such beneficial interest for a Book-Entry Warrant. Upon receipt by the Warrant Agent from the Depository or its nominee of written instructions or such other form of instructions as is customary for the Depository on behalf of any Person having a beneficial interest in a Global Warrant Certificate, and all other necessary information the Warrant Agent shall cause, in accordance with the standing instructions and procedures existing between the Depository and Warrant Agent, the number of Warrants represented by the Global Warrant Certificate to be reduced by the number of Warrants to be represented by the Book-Entry Warrants to be issued in exchange for the beneficial interest of such Person in the Global Warrant Certificate and, following such reduction, the Warrant Agent shall register in the name of the Holder a Book-Entry Warrant and deliver to said Holder a Warrant Statement.

(ii) Book-Entry Warrants issued in exchange for a beneficial interest in a Global Warrant Certificate pursuant to this Section 6.1(b) shall be registered in such names as

the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Warrant Agent. The Warrant Agent shall deliver such Warrant Statements to the Persons in whose names such Warrants are so registered.

(c) *Transfer and Exchange of Book-Entry Warrants.* When Book-Entry Warrants are presented to or deposited with the Warrant Agent with a written request:

- (i) to register the transfer of any Book-Entry Warrants; or
- (ii) to exchange any Book-Entry Warrants for an equal number of Book-Entry Warrants of other authorized denominations, the Warrant Agent shall register the transfer or make the exchange as requested if its customary requirements for such transactions are met; provided, however, that the Warrant Agent has received a written instruction of transfer in form satisfactory to the Warrant Agent, properly completed and duly executed by the Registered Holder thereof or by his attorney, duly authorized in writing.

(d) *Restrictions on Exchange or Transfer of a Book-Entry Warrant for a Beneficial Interest in a Global Warrant Certificate.* A Book-Entry Warrant may not be exchanged for a beneficial interest in a Global Warrant Certificate except upon satisfaction of the requirements set forth below. Upon receipt by the Warrant Agent of appropriate instruments of transfer with respect to a Book-Entry Warrant, in form satisfactory to the Warrant Agent, together with written instructions directing the Warrant Agent to make, or to direct the Depository to make, an endorsement on the Global Warrant Certificate to reflect an increase in the number of Warrants represented by the Global Warrant Certificate equal to the number of Warrants represented by such Book-Entry Warrant, and all other necessary information, then the Warrant Agent shall cancel such Book-Entry Warrant on the Warrant Register and cause, or direct the Depository to cause, in accordance with the standing instructions and procedures existing between the Depository and the Warrant Agent, the number of Warrants represented by the Global Warrant Certificate to be increased accordingly. If no Global Warrant Certificates are then outstanding, the Company shall issue and the Warrant Agent shall either manually or by facsimile countersign a new Global Warrant Certificate representing the appropriate number of Warrants.

(e) *Restrictions on Transfer and Exchange of Global Warrant Certificates.* Notwithstanding any other provisions of this Agreement (other than the provisions set forth in Section 6.1(f)), unless and until it is exchanged in whole for a Book-Entry Warrant, a Global Warrant Certificate may not be transferred as a whole except by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

(f) *Book-Entry Warrants.* If at any time, (i) the Depository for the Global Warrant Certificates notifies the Company that the Depository is unwilling or unable to continue as Depository for the Global Warrant Certificates and a successor Depository for the Global Warrant Certificates is not appointed by the Company within 90 days after delivery of such notice or (ii) the Company, in its sole discretion, notifies the Warrant Agent in writing that it elects to exclusively cause the issuance of Book-Entry Warrants under this Agreement, then the

Warrant Agent, upon written instructions signed by an Appropriate Officer of the Company, and all other necessary information, shall register Book-Entry Warrants, in an aggregate number equal to the number of Warrants represented by the Global Warrant Certificates, in exchange for such Global Warrant Certificates in such names and in such amounts as directed by the Depository or, in the absence of instructions from the Depository, by the Company.

(g) *Restrictions on Transfer.* No Warrants or Warrant Shares shall be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

(h) *Cancellation of Global Warrant Certificate.* At such time as all beneficial interests in Global Warrant Certificates have either been exchanged for Book-Entry Warrants, repurchased or cancelled, all Global Warrant Certificates shall be returned to, or retained and cancelled by, the Warrant Agent, upon written instructions from the Company satisfactory to the Warrant Agent.

Section 6.2 Obligations with Respect to Transfers and Exchanges of Warrants.

(i) To permit registrations of transfers and exchanges, the Company shall execute Global Warrant Certificates, if applicable, and the Warrant Agent is hereby authorized, in accordance with the provisions of Section 3.4 and this Article VI, to countersign such Global Warrant Certificates, if applicable, or register Book-Entry Warrants, if applicable, as required pursuant to the provisions of this Article VI and for the purpose of any distribution of new Global Warrant Certificates contemplated by Section 7.2 or additional Global Warrant Certificates contemplated by Article V.

(ii) All Book-Entry Warrants and Global Warrant Certificates issued upon any registration of transfer or exchange of Book-Entry Warrants or Global Warrant Certificates shall be the valid obligations of the Company, entitled to the same benefits under this Agreement as the Book-Entry Warrants or Global Warrant Certificates surrendered upon such registration of transfer or exchange.

(iii) No service charge shall be made to a Holder for any registration, transfer or exchange, but the Company may require payment of a sum sufficient to cover any stamp or other tax or other charge that may be imposed on the Holder in connection with any such exchange or registration of transfer.

(iv) So long as the Depository, or its nominee, is the registered owner of a Global Warrant Certificate, the Depository or such nominee, as the case may be, will be considered the sole owner or holder of the Warrants represented by such Global Warrant Certificate for all purposes under this Agreement. Except as provided in Section 6.1(b) and Section 6.1(f) upon the exchange of a beneficial interest in a Global Warrant Certificate for Book-Entry Warrants, Beneficial Holders will not be entitled to have any Warrants registered in their names, and will under no circumstances be entitled to receive physical delivery of any such Warrants and will not be considered the Registered Holder thereof under the Warrants or this Agreement. Neither the Company nor the Warrant Agent, in its capacity as registrar for such Warrants, will have any responsibility or liability for any aspect of the records relating to

beneficial interests in a Global Warrant Certificate or for maintaining, supervising or reviewing any records relating to such beneficial interests.

(v) Subject to Section 6.1(b), Section 6.1(c), Section 6.1(d), and this Section 6.2, the Warrant Agent shall, upon receipt of all information required to be delivered hereunder, from time to time register the transfer of any outstanding Warrants in the Warrant Register, upon delivery to the Warrant Agent, at its office designated for such purpose, of a properly completed form of assignment substantially in the form of Exhibit C hereto, duly signed by the Registered Holder thereof or by the duly appointed legal representative thereof or by a duly authorized attorney, such signature to be guaranteed by a participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program and, in the case of a transfer of a Global Warrant Certificate, upon surrender to the Warrant Agent of such Global Warrant Certificate, duly endorsed. Upon any such registration of transfer, a new Global Warrant Certificate or a Warrant Statement, as the case may be, shall be issued to the transferee.

Section 6.3 Fractional Warrants. The Warrant Agent shall not be required to effect any registration of transfer or exchange which will result in the issuance of a warrant certificate for a fraction of a Warrant.

ARTICLE VII

OTHER PROVISIONS RELATING TO RIGHTS OF HOLDERS OF WARRANTS

Section 7.1 No Rights or Liability as Stockholder; Notice to Registered Holders. Nothing contained in the Warrants shall be construed as conferring upon the Holder or his, her or its transferees the right to vote or to receive dividends or to consent or to receive notice as a stockholder in respect of any meeting of stockholders for the election of directors of the Company or of any other matter, or any rights whatsoever as stockholders of the Company. No provision thereof and no mere enumeration therein of the rights or privileges of the Holder shall give rise to any liability of such holder for the Exercise Price hereunder or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company. To the extent not covered by any statement delivered pursuant to Section 5.2, the Company shall give notice to Registered Holders by registered mail if at any time prior to the expiration or exercise in full of the Warrants:

- (a) any dividend or distribution (whether payable in cash, securities or other assets) upon the New Common Stock shall be proposed;
- (b) an offer for subscription pro rata to the holders of New Common Stock of any additional shares of stock of any class or other securities or rights shall be proposed;
- (c) a dissolution, liquidation or winding up of the Company shall be proposed;
- (d) any of the following additional events shall be proposed: a capital reorganization or reclassification of the New Common Stock; any consolidation or merger of the Company with or into another Person (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or change

of New Common Stock outstanding); any sale or conveyance to another Person of all or substantially all of the assets of the Company; or any other Fundamental Change.

Such giving of notice shall be initiated at least ten (10) Business Days prior to the date fixed as a record date or effective date or the date of closing of the Company's stock transfer books for the determination of the stockholders entitled to vote on any of the events described in clauses (a)-(d) immediately above. Such notice shall specify such record date or the date of closing the stock transfer books or the date the relevant event shall take place, as the case may be, a reasonably detailed description of such event, and the anticipated timing thereof. Failure to provide such notice shall not affect the validity of any action taken in connection with such proposed event. For the avoidance of doubt, no such notice shall supersede or limit any adjustment called for by Section 5.1 by reason of any event as to which notice is required by this Section 7.1.

Section 7.2 Lost, Stolen, Mutilated or Destroyed Warrants. If any Global Warrant Certificate or Warrant Statement is lost, stolen, mutilated or destroyed, the Company shall issue, and the Warrant Agent shall countersign and deliver, in exchange and substitution for and upon cancellation of the mutilated Global Warrant Certificate or Warrant Statement, as applicable, or in lieu of and substitution for such Global Warrant Certificate or Warrant Statement, as applicable, lost, stolen or destroyed, a new Global Warrant Certificate or Warrant Statement, as applicable, of like tenor and representing an equivalent number of Warrants, but only upon receipt of evidence and an affidavit reasonably satisfactory to the Company and the Warrant Agent of the loss, theft or destruction of such Global Warrant Certificate or Warrant Statement, as applicable, or the posting of an indemnity or bond of the Company and Warrant Agent for any losses in connection therewith, if requested by either the Company or the Warrant Agent, also satisfactory to them. Applicants for such substitute Global Warrant Certificates or Warrant Statement, as applicable, shall also comply with such other reasonable regulations and pay such other reasonable charges as the Company or the Warrant Agent may prescribe and as required by Section 8-405 of the Uniform Commercial Code as in effect in the State of New York.

Section 7.3 No Restrictive Legends. No legend shall be stamped or imprinted on any stock certificate for Warrant Shares issued upon the exercise of any Warrant and or stock certificate issued upon the direct or indirect transfer of any such Warrant Shares.

Section 7.4 Cancellation of Warrants. If the Company shall purchase or otherwise acquire Warrants, the Global Warrant Certificates and the Book-Entry Warrants representing such Warrants shall thereupon be deposited with or delivered to the Warrant Agent, if applicable, and be cancelled by it and retired. The Warrant Agent shall cancel all Global Warrant Certificates surrendered for exchange, substitution, transfer or exercise in whole or in part. Such cancelled Global Warrant Certificates shall thereafter be disposed of in a manner satisfactory to the Company provided in writing to the Warrant Agent.

Section 7.5 No Less Favorable Treatment

Notwithstanding anything to the contrary contained herein, if any [warrants issued to the holders of CIH Notes Claims or CCH Notes Claims under the Plan of Reorganization]⁴ are amended or restated or otherwise modified in any respect at any time after the Effective Date such that any such [warrants] contain any terms and/or provisions more favorable than the terms and provisions contained in this Agreement or the Warrants issuable hereunder, (i) the Company shall promptly deliver written notice to each Registered Holder specifying in reasonable detail the terms and provisions of such amendment, restatement or other modification, (ii) each Registered Holder may, at its sole option, within fifteen (15) Business Days of the receipt of such written notice, elect to include such terms and/or provision in the Warrants held by such Registered Holder by delivering written notice to the Company of such election and (iii) in the event of such an election by a Registered Holder, the Company agrees to perform any and all actions reasonably necessary to effectuate the inclusion of such terms and/or provisions in the Warrants held by such Registered Holder, including without limitation, executing any amendment or restatement hereof or thereof.

ARTICLE VIII

CONCERNING THE WARRANT AGENT AND OTHER MATTERS

Section 8.1 Payment of Taxes. The Company will from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of the Warrant Shares upon the exercise of Warrants, but any taxes or charges in connection with the issuance of Warrants or Warrant Shares in any name other than that of the Holder of the Warrants shall be paid by such Holder; and in any such case, the Company and the Warrant Agent shall not be required to issue or deliver any Warrants or Warrant Shares until such taxes or charges shall have been paid or it is established to the Company's and the Warrant Agent's reasonable satisfaction that no tax or charge is due.

Section 8.2 Resignation, Consolidation or Merger of Warrant Agent.

(a) *Appointment of Successor Warrant Agent.* The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving thirty (30) days' notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of thirty (30) calendar days after it has been notified in writing of such resignation or incapacity by the Warrant Agent or by the Registered Holder of a Warrant (who shall, with such notice, submit his Warrant for inspection by the Company), then the Registered Holder of any Warrant may apply to any court of competent jurisdiction located in the State of New York. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a Person organized and existing under the laws of any state or of the United States of America, and shall be authorized under

⁴ This list is to be updated for any warrants or similar equity interests (not including options granted to employees or directors) that may be issued under the Plan of Reorganization on or prior to the Effective Date.

such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, rights, immunities, duties and obligations of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent, the Company shall make, execute, acknowledge and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties and obligations. For the avoidance of doubt, any predecessor Warrant Agent shall deliver and transfer to its successor Warrant Agent any property at the time held by it hereunder and execute and deliver, at the expense of the Company, any further assurance, conveyance, act or deed necessary for the purpose.

(b) *Notice of Successor Warrant Agent.* In the event a successor Warrant Agent shall be appointed, the Company shall (i) give notice thereof to the predecessor Warrant Agent and the transfer agent for the New Common Stock not later than the effective date of any such appointment, and (ii) cause written notice thereof to be delivered to each Registered Holder at such holder's address appearing on the Warrant Register. Failure to give any notice provided for in this Section 8.2(b) or any defect therein shall not affect the legality or validity of the removal of the Warrant Agent or the appointment of a successor Warrant Agent, as the case may be.

(c) *Merger, Consolidation or Name Change of Warrant Agent.*

(i) Any Person or other entity into which the Warrant Agent may be merged or converted or with which it may be consolidated or any Person resulting from any merger, conversion, or consolidation to which the Warrant Agent shall be a party or any Person succeeding to the shareholder services business of the Warrant Agent or any successor Warrant Agent, shall be the successor Warrant Agent under this Agreement, without any further act or deed, if such Person would be eligible for appointment as a successor Warrant Agent under the provisions of Section 8.2(a). If any of the Global Warrant Certificates have been countersigned but not delivered at the time such successor to the Warrant Agent succeeds under this Agreement, any such successor to the Warrant Agent may adopt the countersignature of the original Warrant Agent; and if at that time any of the Global Warrant Certificates shall not have been countersigned, any successor to the Warrant Agent may countersign such Global Warrant Certificates either in the name of the predecessor Warrant Agent or in the name of the successor Warrant Agent; and in all such cases such Global Warrant Certificates shall have the full force provided in the Global Warrant Certificates and in this Agreement.

(ii) If at any time the name of the Warrant Agent is changed and at such time any of the Global Warrant Certificates have been countersigned but not delivered, the Warrant Agent whose name has changed may adopt the countersignature under its prior name; and if at that time any of the Global Warrant Certificates have not been countersigned, the Warrant Agent may countersign such Global Warrant Certificates either in its prior name or in its

changed name; and in all such cases such Global Warrant Certificates shall have the full force provided in the Global Warrant Certificates and in this Agreement.

Section 8.3 Fees and Expenses of Warrant Agent.

(a) *Remuneration.* The Company agrees to pay the Warrant Agent reasonable remuneration to be agreed upon between the Warrant Agent and the Company for its services as Warrant Agent hereunder and will reimburse the Warrant Agent upon demand for all expenditures (including reasonable counsel fees and expenses) that the Warrant Agent may reasonably incur in the preparation, delivery, administration, execution and amendment of this Agreement and the exercise and performance of its duties hereunder.

(b) *Further Assurances.* The Company agrees to perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

Section 8.4 Liability of Warrant Agent.

(a) *Reliance on Company Statement.* Whenever in the performance of its duties under this Agreement the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter may be deemed to be conclusively proved and established by a statement signed by the Chief Executive Officer or Chairman of the Board and delivered to the Warrant Agent; and such certificate will be full authorization to the Warrant Agent for any action taken, suffered or omitted by it under the provisions of this Agreement in reliance upon such certificate. The Warrant Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from any one of the Chief Executive Officer or Chairman of the Board, and to apply to such officers for advice or instructions in connection with its duties, and it may rely upon such statement and will not be liable for any action taken, suffered or omitted to be taken by it in accordance with any such instructions or pursuant to the provisions of this Agreement.

(b) *Indemnity.* The Warrant Agent shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction). The Company agrees to indemnify the Warrant Agent for, and to hold it harmless against, any loss, liability, suit, action, proceeding, judgment, claim, settlement, cost or expense (including reasonable counsel fees and expenses), incurred without gross negligence, willful misconduct or bad faith on the part of the Warrant Agent (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction), for any action taken, suffered or omitted by the Warrant Agent in connection with the preparation, delivery, acceptance, administration, execution and amendment of this Agreement and the exercise and performance of its duties hereunder, including the costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly. The Warrant Agent shall not be obligated to expend or risk its own funds or to take any action which it believes would expose it to expense or

liability or to a risk of incurring expense or liability, unless it has been furnished with assurances of repayment or indemnity satisfactory to it. No provision in this Agreement shall be construed to relieve the Warrant Agent from liability for its own gross negligence, willful misconduct or bad faith (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction).

(c) *Exclusions.* The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant; nor shall it be responsible or have any duty to make any calculation or adjustment, or to determine when any calculation or adjustment required under the provisions of Article IV or Article V hereof should be made, how it should be made or what it should be, or have any responsibility or liability for the manner, method or amount of any such calculation or adjustment or the ascertaining of the existence of facts that would require any such calculation or adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Warrant Shares to be issued pursuant to this Agreement or any Warrant or as to whether any Warrant Shares will, when issued, be valid and fully paid and nonassessable.

Section 8.5 Acceptance of Agency. The Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same upon the express terms and conditions herein set forth and, among other things, shall account promptly to the Company with respect to Warrants exercised and concurrently account for and pay to the Company all moneys received by the Warrant Agent for the purchase of Warrant Shares through the exercise of Warrants.

Section 8.6 Agent for the Company. In acting in the capacity of Warrant Agent under this Agreement, the Warrant Agent is acting solely as agent of the Company and does not assume any obligation or relationship of agency or trust with any of the owners or holders of the Warrants.

Section 8.7 Counsel. The Warrant Agent may consult with counsel satisfactory to it (which may be counsel to the Company), and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in accordance with the advice of such counsel.

Section 8.8 Documents. The Warrant Agent shall be protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in reliance upon any notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper parties.

Section 8.9 Certain Transactions. The Warrant Agent, and its officers, directors and employees, may become the owner of, or acquire any interest in, any Warrant, with the same rights that it or they would have were it not the Warrant Agent hereunder, and, to the extent permitted by applicable law, it or they may engage or be interested in any financial or other transaction with the Company and may act on, or as a depositary, trustee or agent for, any committee or body of holders of Warrants, or other securities or obligations of the Company as

freely as if it were not the Warrant Agent hereunder. Nothing in this Agreement shall be deemed to prevent the Warrant Agent from acting as trustee under an indenture.

Section 8.10 No Liability for Interest. The Warrant Agent shall not be under any liability for interest on any monies at any time received by it pursuant to any of the provisions of this Agreement.

Section 8.11 No Liability for Invalidity. The Warrant Agent shall not be under any responsibility with respect to the validity or sufficiency of this Agreement or the execution and delivery hereof (except the due execution and delivery hereof by the Warrant Agent) or with respect to the validity or execution of the Warrant Certificates (except its countersignature thereon).

Section 8.12 No Responsibilities for Recitals. The recitals contained herein and in the Warrant Certificates (except as to the Warrant Agent's countersignature thereon) shall be taken as the statements of the Company and the Warrant Agent assumes no responsibility hereby for the correctness of the same.

Section 8.13 No Implied Obligations. The Warrant Agent shall be obligated to perform such duties as are explicitly set forth herein and no implied duties or obligations shall be read into this Agreement against the Warrant Agent. The Warrant Agent shall not be under any obligation to take any action hereunder that may involve it in any expense or liability, the payment of which within a reasonable time is not, in its opinion, assured to it. The Warrant Agent shall not be accountable or under any duty or responsibility for the use by the Company of any Warrant Certificate authenticated by the Warrant Agent and delivered by it to the Company pursuant to this Agreement or for the application by the Company of the proceeds of the issue and sale, or exercise, of the Warrants. The Warrant Agent shall have no duty or responsibility in case of any default by the Company in the performance of its covenants or agreements contained herein or in any Warrant Certificate or in the case of the receipt of any written demand from a Holder with respect to such default, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or, to make any demand upon the Company.

Section 8.14 Agents. The Warrant Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys-in-fact, and the Warrant Agent shall not be responsible for any loss or expense arising out of, or in connection with, the actions or omissions to act of its agents or attorneys-in-fact, so long as the Warrant Agent acts without gross negligence, willful misconduct or bad faith (which gross negligence, willful misconduct or bad faith must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction) in connection with the selection of, and assignment of tasks to, such agents or attorneys-in-fact; provided, that this provision shall not permit the Warrant Agent to assign all or substantially all of its primary record-keeping responsibilities hereunder to any third party provider without the Company's prior written consent.

Section 8.15 Liability. Notwithstanding anything in this Agreement to the contrary, in no event shall the Warrant Agent be liable for special, indirect, punitive, incidental or

consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Warrant Agent has been advised of the likelihood of the loss or damage and regardless of the form of the action. Any liability of the Warrant Agent under this Agreement shall be limited to the amount of annual fees paid by the Company to the Warrant Agent.

Section 8.16 Force Majeure. In no event shall the Warrant Agent be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Binding Effects; Benefits. This Agreement shall inure to the benefit of and shall be binding upon the Company, the Warrant Agent and the Holders and their respective heirs, legal representatives, successors and assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer on any Person other than the Company, the Warrant Agent and the Holders, or their respective heirs, legal representatives, successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 9.2 Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be sent by certified or registered mail, by private national courier service (return receipt requested, postage prepaid), by personal delivery or by electronic or facsimile transmission. Such notice or communication shall be deemed given (a) if mailed, two days after the date of mailing, (b) if sent by national courier service, one Business Day after being sent, (c) if delivered personally, when so delivered, or (d) if sent by electronic or facsimile transmission, on the Business Day after such transmission is sent, in each case as follows:

if to the Warrant Agent, to:

Mellon Investor Services LLC
911 Washington Ave. 3rd Floor
St. Louis, MO 63101
Attention: Jane A. Marten
Facsimile: (314) 613-8238

with a copy (which shall not constitute notice) to:

Mellon Investor Services LLC
480 Washington Boulevard
Jersey City, NJ 07310
Attention: Legal Department
Facsimile: (201) 680-4610

if to the Company, to:

Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: General Counsel
Facsimile: 314-543-2308

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
153 East 53rd Street
New York, New York 10022
Attention: Christian O. Nagler
Facsimile: (212) 446-6460

if to Registered Holders, at their addresses as they appear in the Warrant Register.

If the Company fails to maintain such office or agency or fails to give such notice of any change in the location thereof, presentation may be made and notices and demands may be served at the office of the Warrant Agent designated for such purpose.

Section 9.3 Persons Having Rights under this Agreement. Nothing in this Agreement expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any Person other than the parties hereto and the Holders, any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns and the Holders.

Section 9.4 Examination of this Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent designated for such purpose, for examination by the Holder of any Warrant. Prior to such examination, the Warrant Agent may require any such holder to submit his Warrant for inspection by it.

Section 9.5 Counterparts. This Agreement may be executed in any number of original, facsimile, PDF or electronic counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 9.6 Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation hereof.

Section 9.7 Amendments.

(a) Subject to Section 9.7(b) below, this agreement may not be amended except in writing signed by both parties hereto.

(b) The Company and the Warrant Agent may from time to time supplement or amend this Agreement or the Warrants (a) without the approval of any Holders in order to cure any ambiguity, manifest error or other mistake in this Agreement or the Warrants, or to correct or supplement any provision contained herein or in the Warrants that may be defective or inconsistent with any other provision herein or in the Warrants, or to make any other provisions in regard to matters or questions arising hereunder that the Company and the Warrant Agent may deem necessary or desirable and that shall not adversely affect, alter or change the interests of any Holder or (b) with the prior written consent of holders of the Warrants exercisable for a majority of the Warrant Shares then issuable upon exercise of the Warrants then outstanding. Notwithstanding anything to the contrary herein, upon the delivery of a certificate from an Appropriate Officer of the Company and, if requested by the Warrant Agent, an opinion of counsel, which states that the proposed supplement or amendment is in compliance with the terms of this Section 9.7 and, provided such supplement or amendment does not change the Warrant Agent's rights, duties, liabilities, immunities or obligations hereunder, the Warrant Agent shall execute such supplement or amendment. Any amendment, modification or waiver effected pursuant to and in accordance with the provisions of this Section 9.7 will be binding upon all Holders and upon each future Holder, the Company and the Warrant Agent. In the event of any amendment, modification or waiver, the Company will give prompt notice thereof to all Registered Holders and, if appropriate, notation thereof will be made on all Global Warrant Certificates thereafter surrendered for registration of transfer or exchange.

Section 9.8 No Inconsistent Agreements. The Company will not, on or after the date hereof, enter into any agreement with respect to its securities which conflicts with the rights granted to the Holders in the Warrants or the provisions hereof. The Company represents and warrants to the Holders that, as of the date hereof, the rights granted hereunder do not in any way conflict with the rights granted to holders of the Company's securities under any other agreements.

Section 9.9 Integration/Entire Agreement. This Agreement, the Warrants and the other agreements and documents referenced herein and therein constitute the complete agreement among the Company, the Warrant Agent and the Holders with respect to the subject matter hereof and supersede all prior agreements, oral or written, between or among the parties with respect thereto.

Section 9.10 Governing Law, Etc. This Agreement and each Warrant issued hereunder shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of such State. Each party hereto consents and submits to the jurisdiction of the courts of the State of New York and of the federal courts of the Southern District of New York in connection with any action or proceeding brought against it that arises out of or in connection with, that is based upon, or that relates to this Agreement or the transactions contemplated hereby. In connection with any such action or proceeding in any such court, each party hereto hereby waives personal service of any summons, complaint or other process and hereby agrees that service thereof may be made in accordance with the procedures for giving notice set forth in Section 9.2 hereof. Each party hereto hereby waives any objection to jurisdiction or venue in any such court in any such action or proceeding and agrees not to assert any defense based on forum *non conveniens* or lack of jurisdiction or venue in any such court in any such action or proceeding.

Section 9.11 Termination. This Agreement shall terminate on the Expiration Date. Notwithstanding the foregoing, this Agreement will terminate on any earlier date when all Warrants have been exercised. The provisions of Section 8.4 and this Article IX shall survive such termination and the resignation or removal of the Warrant Agent.

Section 9.12 Waiver of Trial by Jury. Each party hereto hereby irrevocably and unconditionally waives the right to a trial by jury in any action, suit, counterclaim or other proceeding (whether based on contract, tort or otherwise) arising out of, connected with or relating to this Agreement and the transactions contemplated hereby.

Section 9.13 Severability. In the event that any one or more of the provisions contained herein or in the Warrants, or the application thereof in any circumstances, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provisions in every other respect and of the remaining provisions contained herein and therein shall not be affected or impaired thereby; provided, that if any such excluded term, provision, covenant or restriction shall materially adversely affect the rights, immunities, duties or obligations of the Warrant Agent, the Warrant Agent shall be entitled to resign immediately. Furthermore, subject to the preceding sentence, in lieu of any such invalid, illegal or unenforceable provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms and commercial effect to such invalid, illegal or unenforceable provision as may be possible and be valid and enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

CHARTER COMMUNICATIONS, INC.

By: _____

Name:

Title:

MELLON INVESTOR SERVICES LLC

By: _____

Name: Jane A. Marten

Title: Relationship Manager

FORM OF WARRANT STATEMENT

CHARTER COMMUNICATIONS, INC.

DRS Warrant Distribution Statement

CUSIP Number	Account Number/Investor ID
Issuance Date	Distribution
	Ticker Symbol

[]
 []
 []
 []

Charter Communications, Inc. Warrants Issued To You In Book-Entry Form
[]

PLEASE RETAIN THIS STATEMENT FOR YOUR RECORDS

These Warrants are maintained for you under the Direct Registration System, which means they are held for you in an electronic, book-entry account maintained by Mellon Investor Services (see enclosed brochure, "What Individual Investors Should Know About Holding Securities"). Please retain this statement for your permanent record.

NO ACTION IS REQUIRED if you choose to keep warrants in book-entry form.

Questions? Contact Mellon Investor Services

To access your account, use your Investor ID Number that is located in the box above on the top right hand corner of this statement. You can contact Mellon Investor Services by one of the following ways:

By Internet: Visit www.melloninvestor.com/isd for access to your account. You will be able to certify your Taxpayer Identification Number/Social Security Number, change your address or sell warrants.

By Phone:

Toll Free Number 1-866-463-1222
 Outside the U.S. (Collect) 1-201-680-6579
 Hearing Impaired 1-800-231-5469
 Representatives are available 9 a.m. to 7 p.m. Eastern Time weekdays

By Mail:

Charter Communications, Inc.
 c/o Mellon Investor Services
 P.O. Box 3338
 South Hackensack, NJ 07606-1938

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

DRS Warrant Distribution Statement

CUSIP Number	Account Number/Investor ID
Issuance Date	Distribution
	Ticker Symbol

[]
 []
 []
 []

Charter Communications, Inc. Warrants Issued To You In Book-Entry Form
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By Phone:
 Toll Free Number 1-866-463-1222
 Outside the U.S. (Collect) 1-201-680-6579
 Hearing Impaired 1-800-231-5469
 Representatives are available 9 a.m. to 7 p.m. Eastern Time weekdays

By Mail:
 Charter Communications, Inc.
 c/o Mellon Investor Services
 P.O. Box 3338
 South Hackensack, NJ 07606-1938

Request for Taxpayer Identification and Certification

Our records indicate that we do not have a certified Taxpayer Identification Number ("TIN") on file. Without a certified TIN, we may be required by law to withhold 28% from any future payments and any sale transaction that you request. Logon to www.melloninvestor.com/isd to certify your TIN. or contact us by phone to request a Substitute Form W-9.

If you are exempt from backup withholding, remember to indicate that when completing the certification.

over the Phone

- Dial the toll-free number shown above
- Key your menu selections
- Request a Substitute Form W-9

through the Internet

- Go to www.melloninvestor.com/isd
- Logon to Investor Service Direct®
- Select the account name
- Choose *Manage Account Info* and select *Certify Tax ID*
- Confirm your certification



You're done! It's that easy! *New user? Establish a PIN. then proceed.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

CHARTER COMMUNICATIONS, INC.

This statement is your record that the Charter Communications, Inc. Warrants have been credited to your account on the books of Charter Communications, Inc. maintained by Mellon Investor Services, under the Direct Registration System. Please verify all information on the reverse side of this statement. This statement is neither a negotiable instrument nor a security, and delivery of this statement does not itself confer any rights on the recipient. Nevertheless, it should be kept with your important documents as a record of your ownership of these securities.

Transfer ownership of your book-entry warrants at any time by submitting the appropriate warrant transfer documents to Mellon Investor Services. Visit Mellon’s Investor ServiceDirect online at www.melloninvestor.com/isd, or call 1-866-463-1222 to obtain transfer documents.

Transfer of your book-entry warrants to your broker can be accomplished in one of two ways:

- (1) The fastest and easiest way - provide your broker with your Personal Account Information and request that your broker initiate an electronic transfer of your warrants, or
- (2) Obtain a “Broker-Dealer Authorization Form” by visiting www.melloninvestor.com/isd, or by calling 1-866-463-1222.

To sell any or all of your book-entry warrants in your account at Mellon Investor Services, visit www.melloninvestor.com/isd, phone toll free 1-866-463-1222 or simply check the appropriate “sell” box, sign and date the attached sales coupon and mail it in the envelope provided. By conducting a sale through this program, you agree that this constitutes immediate enrollment in the program. Any sales of book-entry shares are subject to Mellon’s Terms and Conditions.

The Warrant Agreement, dated [] (the “Warrant Agreement”), between Charter Communications, Inc. (the “Company”) and Mellon Investor Services LLC, as Warrant Agent (the “Warrant Agent”), is incorporated by reference into and made a part of this statement and this statement is qualified in its entirety by reference to the Warrant Agreement. A copy of the Warrant Agreement may be inspected at the Warrant Agent’s office 480 Washington Blvd, Jersey City, NJ 07310, and is also available on the Company’s website at www.charter.com. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Warrant Agreement.

Book-Entry Warrants may be exercised to purchase Warrant Shares from the Company from the Effective Date through 5:00 p.m. New York City time on [] (the “Expiration Date”), at an initial exercise price of [] per whole share (as the same may be adjusted pursuant to Article V of the Warrant Agreement, the “Exercise Price”) multiplied by the number of Warrant Shares set forth above. The Exercise Price and the number of Warrant Shares purchasable upon exercise of the Warrants are subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement. Subject to the terms and conditions set forth in the Warrant Agreement, each Holder of a Book-Entry Warrant may exercise such Book-Entry Warrant, in whole or from time to time in part, by: (1) providing a properly completed and duly executed exercise form for the election to exercise such Book Entry Warrants (the “Exercise Form”) to the Warrant Agent in accordance with the instructions below, no later than 5:00 p.m., New York City time, on the Expiration Date, and (2) in the case of an exercise for cash, paying the applicable Exercise Amount to the Warrant Agent. In lieu of paying the Exercise Amount as set forth in the preceding sentence, subject to the provisions of the Warrant Agreement, each Book-Entry Warrant shall entitle the Holder thereof, at the election of such Holder, to exercise such Book- Entry Warrant on a net issuance basis in accordance with the procedures, terms and conditions set forth in Section 4.5 of the Warrant Agreement.

The Company shall not be required to issue any fraction of a share of its capital stock in connection with the exercise of Warrants. All shares of capital stock issuable upon conversion of more than one Warrant by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, round such fraction of a share to the nearest whole number of shares. For the avoidance of doubt, 0.5 of a share shall be rounded to one (1) share.

(DETACH SALES COUPON HERE)

SELL MY WARRANTS

By signing and returning this form, I am authorizing the sale of Charter Communications, Inc. Warrants held by Mellon Investor Services in book-entry form in my name. Please mail me a check for the proceeds of the sale less applicable fees. The fees to be charged are included in the enclosed Warrant Sale Program sheet. **THIS FORM MUST BE SIGNED BY THE REGISTERED HOLDER(S) EXACTLY AS THEIR NAME(S) APPEAR(S) ON THIS STATEMENT.**

FULL SALE:
SELL ALL WARRANTS.

PARTIAL SALE:
SELL _____ WARRANTS.

Taxpayer ID or Social Security Number
UNCERTIFIED

SIGNATURE

DATE

SIGNATURE

DATE

[]
 []
 []
 []

FORM OF FACE OF GLOBAL WARRANT CERTIFICATE

VOID AFTER 5:00 P.M., NEW YORK CITY TIME, ON [_____]

This Global Warrant Certificate is held by The Depository Trust Company (the “Depository”) or its nominee in custody for the benefit of the beneficial owners hereof, and is not transferable to any Person under any circumstances except that (i) this Global Warrant Certificate may be exchanged in whole but not in part pursuant to Section 6.1(a) of the Warrant Agreement, (ii) this Global Warrant Certificate may be delivered to the Warrant Agent for cancellation pursuant to Section 6.1(h) of the Warrant Agreement and (iii) this Global Warrant Certificate may be transferred to a successor Depository with the prior written consent of the Company.

Unless this Global Warrant Certificate is presented by an authorized representative of the Depository to the Company or the Warrant Agent for registration of transfer, exchange or payment and any certificate issued is registered in the name of Cede & Co., or such other entity as is requested by an authorized representative of the Depository (and any payment hereon is made to Cede & Co. or to such other entity as is requested by an authorized representative of the Depository), any transfer, pledge or other use hereof for value or otherwise by or to any Person is wrongful because the registered owner hereof, Cede & Co., has an interest herein.

Transfers of this Global Warrant Certificate shall be limited to transfers in whole, but not in part, to nominees of the Depository or to a successor thereof or such successor’s nominee, and transfers of portions of this Global Warrant Certificate shall be limited to transfers made in accordance with the restrictions set forth in Section 6 of the Warrant Agreement.

No registration or transfer of the securities issuable pursuant to the Warrant will be recorded on the books of the Company until these provisions have been complied with.

THE SECURITIES REPRESENTED BY THIS WARRANT CERTIFICATE (INCLUDING THE SECURITIES ISSUABLE UPON EXERCISE OF THE WARRANT) ARE SUBJECT TO ADDITIONAL AGREEMENTS SET FORTH IN THE WARRANT AGREEMENT DATED AS OF [_____], BY AND BETWEEN THE COMPANY AND THE WARRANT AGENT (THE "WARRANT AGREEMENT").

THIS WARRANT WILL BE VOID IF NOT EXERCISED PRIOR TO
5:00 P.M., NEW YORK CITY TIME, ON [_____]

WARRANT TO PURCHASE

_____ **SHARES OF CLASS A COMMON STOCK OF**

CHARTER COMMUNICATIONS, INC.

CUSP # [_____]

DISTRIBUTION DATE: [_____]

No. _____

This certifies that, for value received, _____, and its registered assigns (collectively, the "Registered Holder"), is entitled to purchase from Charter Communications, Inc., a corporation incorporated under the laws of the State of Delaware (the "Company"), subject to the terms and conditions hereof, at any time before 5:00 p.m., New York time, on [_____], the number of fully paid and non-assessable shares of Class A Common Stock of the Company set forth above at the Exercise Price (as defined in the Warrant Agreement). The Exercise Price and the number and kind of shares purchasable hereunder are subject to adjustment from time to time as provided in Article V of the Warrant Agreement. The initial Exercise Price shall be \$_____.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

IN WITNESS WHEREOF, this Warrant has been duly executed by the Company under its corporate seal as of the ____ day of _____, 20__.

CHARTER COMMUNICATIONS, INC.

By: _____

Print Name: _____

Title: _____

Attest: _____
Secretary

MELLON INVESTOR SERVICES LLC,
as Warrant Agent

By: _____

Name:

Title:

Address of Registered Holder for Notices (until changed in accordance with this Warrant):

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS WARRANT CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

FORM OF REVERSE OF WARRANT

The Warrant evidenced by this Warrant Certificate is a part of a duly authorized issue of Warrants to purchase _____ shares of Class A Common Stock issued pursuant to that the Warrant Agreement, a copy of which may be inspected at the Warrant Agent's office designated for such purpose. The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the Registered Holders of the Warrants. All capitalized terms used on the face of this Warrant herein but not defined that are defined in the Warrant Agreement shall have the meanings assigned to them therein.

Upon due presentment for registration of transfer of the Warrant at the office of the Warrant Agent designated for such purpose, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any applicable tax or other charge.

The Company shall not be required to issue fractions of Warrant Shares or any certificates that evidence fractional Warrant Shares.

No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

This Warrant does not entitle the Registered Holder to any of the rights of a stockholder of the Company.

The Company and Warrant Agent may deem and treat the Registered Holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise hereof and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

**EXERCISE FORM FOR REGISTERED HOLDERS
HOLDING BOOK-ENTRY WARRANTS**

(To be executed upon exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by the Book-Entry Warrants, to purchase Warrant Shares and (check one):

- herewith tenders payment for _____ of the Warrant Shares to the order of Charter Communications, Inc. in the amount of \$_____ in accordance with the terms of the Warrant Agreement and this Warrant; or
- herewith tenders this Warrant for _____ Warrant Shares pursuant to the net issuance exercise provisions of Section 4.4(b) of the Warrant Agreement. This exercise and election shall be immediately effective or shall be effective as of 5:00 pm., New York time, on [insert date].

The undersigned requests that [a statement representing] the Warrant Shares be delivered as follows:

Name _____
Address _____

Delivery Address (if different)

If said number of shares shall not be all the shares purchasable under the within Warrant Statement, the undersigned requests that a new Book-Entry Warrant representing the balance of such Warrants shall be registered, with the appropriate Warrant Statement delivered as follows:

Name _____
Address _____

Delivery Address (if different)

Social Security or Other Taxpayer
Identification Number of Holder

Signature _____

Note: If the statement representing the Warrant Shares or any Book-Entry Warrants representing Warrants not exercised is to be registered in a name other than that in which the Book-Entry Warrants are registered, the signature of the holder hereof must be guaranteed.

SIGNATURE GUARANTEED BY:

Signatures must be guaranteed by a participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

Countersigned:

Dated: _____, 20

MELLON INVESTOR SERVICES LLC,
as Warrant Agent

Signature _____
Authorized Signatory

**EXERCISE FORM FOR BENEFICIAL HOLDERS
HOLDING WARRANTS THROUGH THE DEPOSITORY TRUST COMPANY**

**TO BE COMPLETED BY DIRECT PARTICIPANT
IN THE DEPOSITORY TRUST COMPANY**

(To be executed upon exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by _____ Warrants held for its benefit through the book-entry facilities of Depository Trust Company (the "Depository"), to purchase Warrant Shares and (check one):

- herewith tenders payment for _____ of the Warrant Shares to the order of Charter Communications, Inc. in the amount of \$_____ in accordance with the terms of the Warrant Agreement and this Warrant; or
- herewith tenders this Warrant for _____ Warrant Shares pursuant to the net issuance exercise provisions of Section 4.4(b) of the Warrant Agreement. This exercise and election shall be immediately effective or shall be effective as of 5:00 pm., New York time, on [insert date].

The undersigned requests that the Warrant Shares issuable upon exercise of the Warrants be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below; provided, that if the Warrant Shares are evidenced by global securities, the Warrant Shares shall be registered in the name of the Depository or its nominee.

Dated:

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU (THROUGH THE CLEARING SYSTEM) OF (1) THE WARRANT AGENT'S ACCOUNT AT THE DEPOSITORY TO WHICH YOU MUST DELIVER YOUR WARRANTS ON THE EXERCISE DATE AND (2) THE ADDRESS, PHONE NUMBER AND FACSIMILE NUMBER WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED. NAME OF DIRECT PARTICIPANT IN THE DEPOSITORY:

(PLEASE PRINT)

ADDRESS:

CONTACT NAME:

ADDRESS:

TELEPHONE (INCLUDING INTERNATIONAL CODE):

FAX (INCLUDING INTERNATIONAL CODE):

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):

ACCOUNT FROM WHICH WARRANTS ARE BEING DELIVERED:

DEPOSITORY ACCOUNT NO.

WARRANT EXERCISE NOTICES WILL ONLY BE VALID IF DELIVERED IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH IN THIS NOTIFICATION (OR AS OTHERWISE DIRECTED), MARKED TO THE ATTENTION OF "WARRANT EXERCISE". WARRANT HOLDER DELIVERING WARRANTS, IF OTHER THAN THE DIRECT DEPOSITARY PARTICIPANT DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

CONTACT NAME:

TELEPHONE (INCLUDING INTERNATIONAL CODE):

FAX (INCLUDING INTERNATIONAL CODE):

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):

ACCOUNT TO WHICH THE SHARES OF CLASS A COMMON STOCK ARE TO BE CREDITED:

DEPOSITARY ACCOUNT NO.

FILL IN FOR DELIVERY OF THE CLASS A COMMON STOCK, IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

FAX (INCLUDING INTERNATIONAL CODE): _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

NUMBER OF WARRANTS BEING EXERCISED: _____
(ONLY ONE EXERCISE PER WARRANT EXERCISE NOTICE)

Signature: _____

Name: _____

Capacity in which Signing: _____

SIGNATURE GUARANTEED BY: _____

Signatures must be guaranteed by a participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

FORM OF ASSIGNMENT
(To be executed only upon assignment of Warrant)

For value received, _____ hereby sells, assigns and transfers unto the Assignee(s) named below the rights represented by such Warrant to purchase number of Warrant Shares listed opposite the respective name(s) of the Assignee(s) named below and all other rights of the Registered Holder under the within Warrant, and does hereby irrevocably constitute and appoint _____ attorney, to transfer said Warrant on the books of the within-named Company with respect to the number of Warrant Shares set forth below, with full power of substitution in the premises:

<u>Name(s) of Assignee(s)</u>	<u>Address</u>	<u>No. of Warrant Shares</u>
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And if said number of Warrant Shares shall not be all the Warrant Shares represented by the Warrant, a new Warrant is to be issued in the name of said undersigned for the balance remaining of the Warrant Shares registered by said Warrant.

Dated: _____, 20__ Signature _____

Note: The above signature should correspond exactly with the name on the face of this Warrant

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.

2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.

3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

Charter Communications, Inc.
February 11, 2009

messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

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may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

Charter Communications, Inc.
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Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

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10. **Termination.** This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

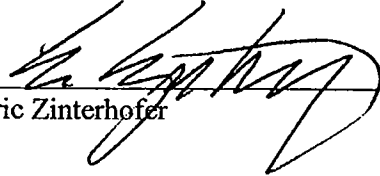
[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,





AP Charter Holdings, L.P.

By: Apollo Advisors VII, L.P.,
its general partner

By: Apollo Capital Management VII, LLC,
its general partner

By: 
Eric Zinterhofer

Title: Vice President

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

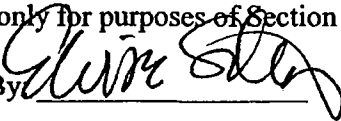
CCH I, LLC

CCH II, LLC

CHARTER COMMUNICATIONS

OPERATING, LLC

(only for purposes of Section 7 thereof)

By 

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.

2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.

3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

Charter Communications, Inc.
February 11, 2009

messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

10. Termination. This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

**Capital Research and Management Company,
on behalf of the funds it manages**

By: Abner D. Goldstine

Name: Abner D. Goldstine

Title: Director

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

CCH I, LLC

CCH II, LLC

CHARTER COMMUNICATIONS

OPERATING, LLC

(only for purposes of Section 7 thereof)

By  _____

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT

(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.
2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.
3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

Charter Communications, Inc.
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messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

Charter Communications, Inc.
February 11, 2009

10. Termination. This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

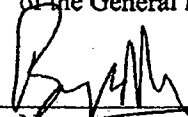
[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

CRESTVIEW PARTNERS, L.P.

By: Crestview Partners GP, L.P.,
as General Partner

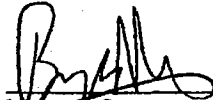
By: Crestview L.L.C., as general partner
of the General Partner

By: 
Name: BARRY VOLPERT
Title: CHIEF EXECUTIVE OFFICER

CRESTVIEW PARTNERS II, L.P.

By: Crestview Partners II GP, L.P., as
General Partner

By: Crestview, L.L.C., as general partner
of the General Partner

By: 
Name: BARRY VOLPERT
Title: CHIEF EXECUTIVE OFFICER

[REDACTED]

[REDACTED]

[REDACTED]

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.
CCH I, LLC
CCH II, LLC
CHARTER COMMUNICATIONS
OPERATING, LLC

(only for purposes of Section 7 thereof)

By  _____

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT

(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.

2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.

3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

Charter Communications, Inc.
February 11, 2009

Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

Charter Communications, Inc.
February 11, 2009

10. Termination. This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

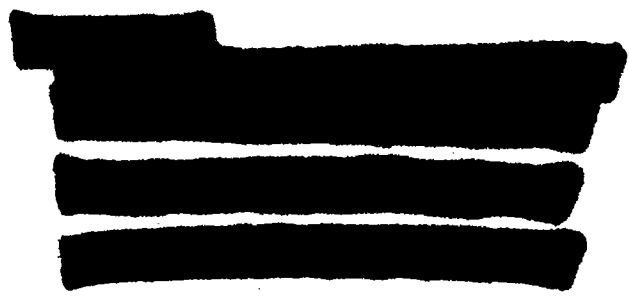
[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

Fidelity Summer Street Trust: Fidelity Capital
& Income Fund


By:  _____

Title: _____ Paul Murphy
Assistant Treasurer _____



Very truly yours,

Fidelity Advisor Series II: Fidelity Advisor
Strategic Income Fund

By:  _____

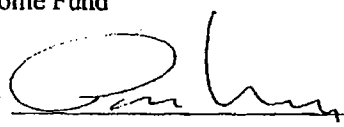
Title: _____ Paul Murphy
Assistant Treasurer _____










Very truly yours,

Fidelity School Street Trust: Fidelity Strategic
Income Fund

By: 

Paul Murphy
Assistant Treasurer

Title: _____










Very truly yours,

Variable Insurance Products Fund: High
Income Portfolio

By:  _____

Title: _____ Paul Murphy _____
Assistant Treasurer










Very truly yours,

Fidelity Income Fund: Fidelity Total Bond
Fund

By: 

Title: _____ Paul Murphy _____
Assistant Treasurer










Very truly yours,

Fidelity Advisor Series I: Fidelity Advisor High
Income Fund

By:  _____

Title: _____ Paul Murphy Assistant Treasurer _____

Very truly yours,

Fidelity Central Investments Portfolio LLC:
Fidelity High Income Central Fund 1

By: 

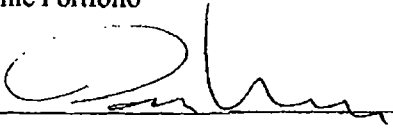
Paul Murphy
Assistant Treasurer

Title: _____



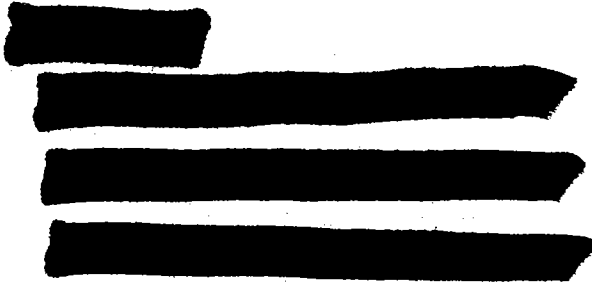
Very truly yours,

Variable Insurance Product Fund V: Strategic
Income Portfolio

By: 

Paul Murphy
Assistant Treasurer

Title: _____



Very truly yours,

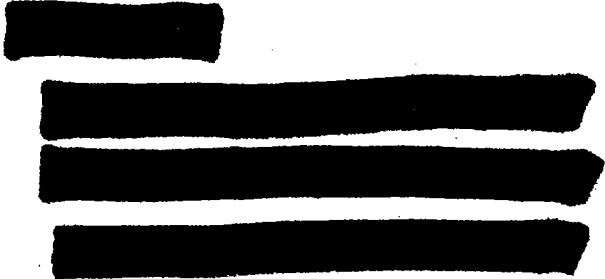
Fidelity Puritan Trust: Fidelity Puritan Fund

By:



Paul Murphy
Assistant Treasurer

Title: _____



90405

Very truly yours,

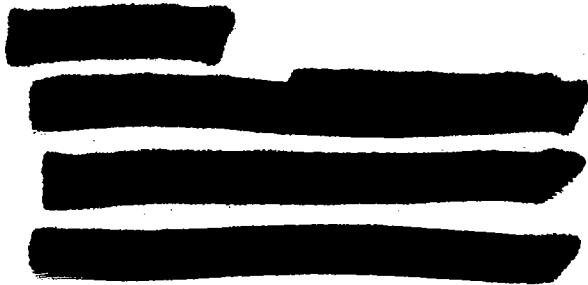
Fidelity Funds – US High Income

By:



Paul Murphy
Assistant Treasurer

Title: _____



71751

Very truly yours,

Master Trust Bank of Japan Ltd. Re: Fidelity
US High Yield

By: *[Handwritten Signature]*

Title: VP

[Redacted]

[Signature Page to Commitment Letter]

75430

Very truly yours,

BUMA- UNIVERSAL FONDS III

By: *[Handwritten Signature]*

Title: VP

[REDACTED]

[Signature Page to Commitment Letter]

TST

Very truly yours,

Illinois Municipal Retirement Fund.

By: [Handwritten Signature]

Title: VP

[Redacted]

[Signature Page to Commitment Letter]

TSJ:sp

Very truly yours,

Lucent Technologies Inc. Master Pension Trust.

By: [Signature]

Title: VP

[Redacted]

{Signature Page to Commitment Letter}

75669

Very truly yours,

General Motors Trust Bank, National
Association.

By: *[Handwritten Signature]*

Title: *VP*

[REDACTED]

[Signature Page to Commitment Letter]

T50453

Very truly yours,

General Motors Investment Management Corp.

By: 

Title: VP



[Signature Page to Commitment Letter]

750452

Very truly yours,

General Motors Trust Bank, National
Association

By: [Signature]

Title: VP


[Redacted]

[Signature Page to Commitment Letter]

T892

Very truly yours,

Pyramis High Yield Bond Commingled Pool

By: 

Title: VP






[Signature Page to Commitment Letter]

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

CCH I, LLC

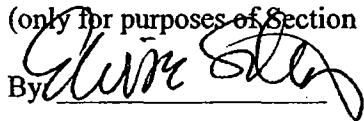
CCH II, LLC

CHARTER COMMUNICATIONS

OPERATING, LLC

(only for purposes of Section 7 thereof)

By

A handwritten signature in black ink, appearing to read "Clare Stea", is written over a horizontal line.

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.

2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.

3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

Charter Communications, Inc.

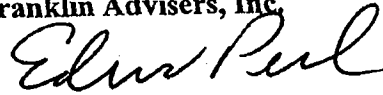
February 11, 2009

10. Termination. This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

[Remainder of page intentionally left blank; signature page follows.]

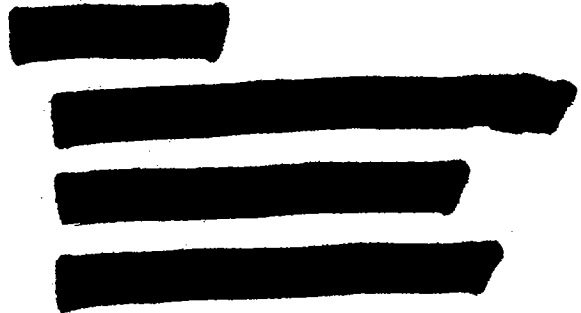
Very truly yours,

Franklin Advisers, Inc.



By: Edward D. Perks

Title: Senior Vice President



Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

CCH I, LLC

CCH II, LLC

CHARTER COMMUNICATIONS

OPERATING, LLC

(only for purposes of Section 7 thereof)

By  _____

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.

2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.

3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

Charter Communications, Inc.
February 11, 2009

messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

Charter Communications, Inc.
February 11, 2009

Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

Charter Communications, Inc.
February 11, 2009

10. **Termination.** This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

Lord, Abbett & Co. LLC on behalf of multiple clients

By: Christopher J. Powell

Title: Director, High Yield Mgt.

[REDACTED]

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.
CCH I, LLC
CCH II, LLC
CHARTER COMMUNICATIONS
OPERATING, LLC

(only for purposes of Section 7 thereof)

By  _____

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.

2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.

3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

Charter Communications, Inc.
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messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

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Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

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10. **Termination.** This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

Oaktree Opportunities Investments, L.P.

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: *Robert J. O'Leary*
Name: Robert J. O'Leary
Title: Authorized Signatory

By: *Edgar Lee*
Name: Edgar Lee
Title: Authorized Signatory

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

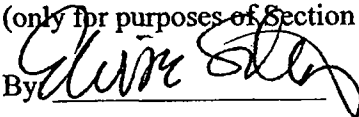
CCH I, LLC

CCH II, LLC

CHARTER COMMUNICATIONS

OPERATING, LLC

(only for purposes of Section 7 thereof)

By 

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

(a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.

(b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;

(c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);

(d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;

(e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;

(f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the "Company" or "you") and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the "Term Sheet"), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the "Restructuring Agreement"), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) ("Investor") attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the "Plan"). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the "Financing Transactions"). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the "Commitment").

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.

2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.

3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

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Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

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February 11, 2009

10. Termination. This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.

[Remainder of page intentionally left blank; signature page follows.]

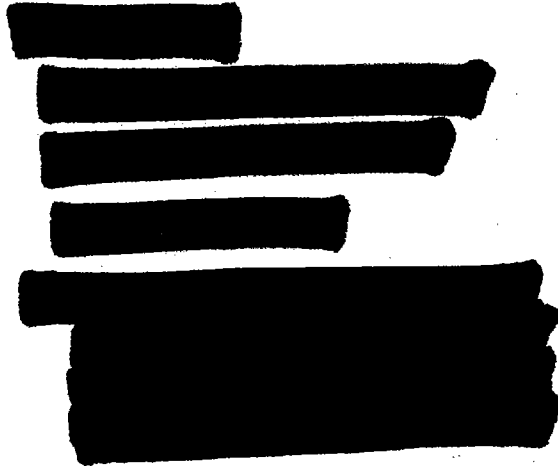
Very truly yours,

Western Asset Management Company, as
investment manager and agent on behalf of
certain client accounts.



By: Christopher Kilpatrick

Title: Research Analyst.



Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.

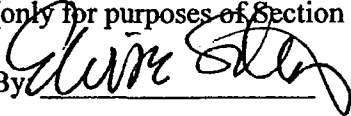
CCH I, LLC

CCH II, LLC

CHARTER COMMUNICATIONS

OPERATING, LLC

(only for purposes of Section 7 thereof)

By 

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

- (a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.
- (b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;
- (c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);
- (d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;
- (e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;
- (f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

COMMITMENT LETTER

Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, MO 63131
Attention: Neil Smit, President and Chief Executive Officer

Ladies and Gentlemen:

We understand that Charter Communications, Inc., together with all of its direct and indirect subsidiaries (collectively, the “Company” or “you”) and Charter Investment, Inc., proposes to file a joint plan of reorganization with the United States Bankruptcy Court for the Southern District of New York, incorporating the terms and conditions described in the term sheet attached hereto as Exhibit A (the “Term Sheet”), as required pursuant to the Restructuring Agreement, dated as of the date hereof (the “Restructuring Agreement”), by and between you and the undersigned investor (acting individually or through one or more of its affiliates) (“Investor”) attached hereto as Exhibit B (such joint plan of reorganization incorporating Exhibits A and B collectively referred to as the “Plan”). The Term Sheet is hereby incorporated herein in its entirety as if set forth below in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet.

Investor is pleased to advise you of its commitment to provide financing to the Company on the terms set forth herein and subject to the conditions set forth in Exhibit C. Investor understands that the Company would like to arrange financing in order to (i) refinance the CCH II Notes pursuant to the Exchange, (ii) issue the New CCH II notes, if necessary, and (iii) effectuate the Rights Offering, in each case, as described in the Term Sheet (collectively, the “Financing Transactions”). This letter establishes the terms and conditions under which Investor is committed to provide to the Company, in connection with the Financing Transactions, the portion of the Rollover Commitment, the New Debt Commitment and/or the Equity Backstop, as the case may be, as is set forth on the signature page hereof (the “Commitment”).

1. Commitment. You have requested that Investor commit to provide its Commitment upon the terms set forth or referred to in this commitment letter, subject to the conditions set forth in Exhibit C. Based on the foregoing, Investor is pleased to confirm by this commitment letter its commitment to provide the entire amount of the Commitment. You agree that the closing date of the Financing Transactions and the concurrent funding of the Commitment shall be the Effective Date.

2. Conditions Precedent. The Commitment is subject to the satisfaction of the conditions precedent set forth in Exhibit C, unless waived by Investor. No closing of the Financing Transactions shall take place if the conditions set forth in Exhibit C are not satisfied or waived.

3. Costs, Fees and Expenses. In consideration of this Commitment and recognizing that, in connection herewith, Investor is incurring out-of-pocket costs and expenses (including, without limitation, reasonable fees and disbursements of outside counsel, filing and recording fees, costs and expenses of due diligence, syndication, transportation, duplication,

messenger, appraisal, audit, and consultant costs and expenses), you hereby agree to pay and reimburse Investor for its reasonable documented out-of-pocket fees, costs and expenses in accordance with the Term Sheet, regardless of whether any of the transactions contemplated hereby are consummated.

4. Arm's-Length Transaction. In connection with all aspects of each transaction contemplated by this commitment letter, you acknowledge and agree that: (i) the Commitment, the Financing Transactions and any other services described in this commitment letter are an arm's-length commercial transaction between you and your affiliates, on the one hand, and Investor, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this commitment letter; (ii) in connection with the process leading to such transaction, Investor is and has been acting solely as principal and is not the financial advisor or fiduciary for you or any of your subsidiaries or affiliates, stockholders, creditors (other than Investor itself) or employees or any other party; (iii) Investor has not assumed nor will it assume an advisory or fiduciary responsibility in your or your subsidiaries' or affiliates' favor with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether Investor has advised or is currently advising you or your subsidiaries or affiliates on other matters) and Investor has no obligation to you or your subsidiaries or affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth in this letter, the other documents relating to the Financing Transactions and the definitive documentation; (iv) Investor and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your subsidiaries and affiliates and Investor has no obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) Investor has not provided any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against Investor with respect to any breach or alleged breach of fiduciary duty with respect to the transactions contemplated hereby.

5. Information. You hereby represent and covenant that (i) all written (including in electronic form) information (other than Projections (as defined below), forward looking information and information of a general economic or general industry nature) that has been or will be made available to us by the Company and any of its representatives in connection with the transactions contemplated hereby (the "Information"), is or will be, when furnished and taken as a whole, complete and correct in all material respects and does not or will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (ii) all financial information and projections ("Projections") that have been or will be made available to us in writing by the Company or its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable at the time made (it being understood that such projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that no assurance can be given that any particular projections will be realized and that actual results may differ and such differences

may be material). In issuing this commitment letter, Investor is relying on the accuracy of the Information, without independent verification thereof. You agree to supplement the Information and any Projections previously furnished, or that will be furnished, from time to time so that the representations and warranties contained in this paragraph will remain complete and correct in all material respects.

6. Investor Status. Investor hereby represents and warrants that (i) it is either (a) a qualified institutional buyer as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (b) an institutional accredited investor (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act (the "Rules")) or (c) it is an entity in which all of the equity owners are institutional accredited investors as defined in the Rules; (ii) that any securities purchased or received in connection herewith cannot be resold absent an exemption to the Securities Act or registration of such securities under the Securities Act; and (iii) such securities have been acquired for investment and not with a view to distribution or resale.

7. Indemnification and Exculpation.

(a) You agree to indemnify and hold harmless Investor, and each of its affiliates and each of its and its affiliates' respective officers, directors, partners, shareholders, members, trustees, controlling persons, employees, agents, advisors, attorneys and representatives (each, an "Indemnified Party") from and against any and all costs and expenses (including, without limitation, reasonable and documented fees and disbursements of outside counsel), that may be incurred by any Indemnified Party in defending any claims arising out of or in connection with or relating to this commitment letter, or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Party is a party thereto, and you shall reimburse each Indemnified Party upon demand for all reasonable and documented out-of-pocket legal and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether the transactions contemplated hereby are consummated, except to the extent such cost or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified Party's material breach of the Restructuring Agreement or this commitment letter; provided, that you shall not have to reimburse the legal fees and expenses of more than one outside counsel (and any local counsel) for all Indemnified Persons with respect to any specific matter for which indemnification is sought unless, as reasonably determined by any such Indemnified Person or its counsel, representation of all such Indemnified Persons would be inappropriate or impracticable or create an actual or potential conflict of interest.

(b) You agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's bad faith, gross negligence or willful misconduct or from such Indemnified

Party's material breach of the Restructuring Agreement or this commitment letter. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages. You further agree that, without the prior written consent of Investor, you will not enter into any settlement of any lawsuit, claim or other proceeding arising out of this commitment letter or the transactions contemplated hereby unless such settlement (i) includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all Indemnified Parties and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act by or on behalf of any Indemnified Party. No Indemnified Party shall be liable for any damages arising from the use by unauthorized persons of any information made available to Investor by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons.

8. Governing Law, etc. This commitment letter shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and/or state courts located within the City of New York in the Borough of Manhattan. The parties hereto hereby waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the provisions of this commitment letter brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; provided, that such waiver shall not be deemed to require any bankruptcy case involving the Company to be filed in such courts, and if the Company becomes a debtor under chapter 11 of the United States Bankruptcy Code, during any such case, any claims shall be heard and determined before the Bankruptcy Court. This commitment letter (including the Exhibits attached hereto) sets forth the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto. This commitment letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by fax shall be as effective as delivery of a manually executed counterpart of this letter. This commitment letter is not assignable by either party without the prior written consent of the other party; provided, however, that Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve Investor of its obligations hereunder. This commitment letter is intended to be solely for the benefit of the parties hereto, the Indemnified Parties, and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other third party any legal or equitable right, benefit, standing or remedy of any nature whatsoever under or by reason of this commitment letter.

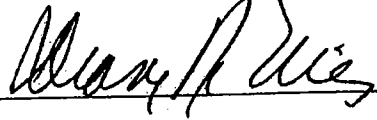
9. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this letter or the transactions contemplated by this commitment letter or the actions of Investor or any of its affiliates in the negotiation, performance, or enforcement of this commitment letter.

10. **Termination.** This commitment and undertaking of Investor will expire on the earliest to occur of (i) a termination of the Restructuring Agreement, (ii) the consummation of the Financing Transactions or any component thereof without the use of any portion of the Commitment, (iii) February 15, 2009, unless the Company shall have delivered to Investor written evidence of payment of all accrued interest that was due and payable on January 15, 2009 by CCH I Holdings, LLC and Charter Communications Holdings, LLC in respect of certain of their outstanding senior notes, (iv) March 12, 2009, if, on or prior to that date Investor shall have delivered written notice to the Company that the condition set forth in clause (a) of Exhibit C shall not have been satisfied or waived and (v) the Company becoming the subject of an order for relief under chapter 11 of the Bankruptcy Code and the Company failing to obtain an order of the Bankruptcy Court authorizing and approving this commitment letter within 50 days from such order for relief. In addition, all accepted commitments and undertakings of Investor hereunder may be terminated by Investor if you fail to perform your obligations hereunder or under the Restructuring Agreement in any material respect on a timely basis. Upon any such expiration or termination of this commitment letter, regardless of whether any definitive documentation for the Financing Transactions shall be executed and delivered and notwithstanding the expiration or termination of this commitment letter or any commitment or undertaking of Investor hereunder, this commitment letter shall forthwith become void and there shall be no liability under this commitment letter on the part of Investor or the Company; provided, however, that, unless terminated pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 3 (Costs, Fees and Expenses), 7 (Indemnification and Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect; provided, further, that in the case of termination pursuant to clause (iv) above, the provisions of this commitment letter set forth in Sections 7(b) (Exculpation), 8 (Governing Law, etc.) and 9 (Waiver of Jury Trial) shall remain in full force and effect. Notwithstanding the preceding sentence, your obligations hereunder shall automatically terminate and be superseded by the provisions of the definitive documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder.





[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

MFC GLOBAL INVESTMENT
MANAGEMENT (U.S.), LLC

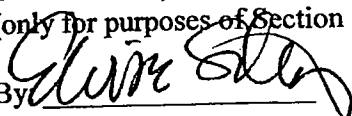
By: 

Title: Chief Administrative Officer

Accepted and agreed to this ___ day of
February, 2009, for and on behalf of all of the
companies listed below:

CHARTER COMMUNICATIONS, INC.
CCH I, LLC
CCH II, LLC
CHARTER COMMUNICATIONS
OPERATING, LLC
(only for purposes of Section 7 thereof)

By 

Title: _____

EXHIBIT A
TERM SHEET

(Attached)

EXHIBIT B
RESTRUCTURING AGREEMENT
(Attached)

EXHIBIT C
CONDITIONS

Set forth below are the conditions of the Commitment and the Financing Transactions:

- (a) completion of Investor's business, financial and legal due diligence, the results of which are satisfactory to Investor, in its sole discretion; it being understood and agreed that the condition set forth in this clause (a) shall expire and have no force or effect at any time following March 12, 2009, subject to the Company making available information on a basis that allows Investor to complete its due diligence by such date.
- (b) the following shall be true and correct: as of the date hereof: each of the Company's filings with the Securities and Exchange commission since January 1, 2008 (the "SEC Filings") is, as of its respective filing date, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading;
- (c) other than as disclosed in the SEC Filings made prior to the date hereof (or on the date hereof with prior written notice to the Investor), there shall not have occurred any event, development or circumstance since September 30, 2008, which has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, results of operation, assets or liabilities of the Company and its subsidiaries taken as a whole (but excluding the fact of the filing of the Chapter 11 Cases and any event, development or circumstance resulting from such filing if such event, development or circumstance is cured on or prior to the Effective Date);
- (d) as of the consummation of the Financing Transactions, the Information is, when furnished and taken as a whole, complete and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and the representations and warranties in Section 5 of this commitment letter are true and correct and the covenants set forth in Section 5 of this commitment letter shall have been performed in all material respects;
- (e) the Company and its subsidiaries shall have executed and delivered definitive documentation with respect to the Financing Transactions that is consistent with the Term Sheet and this commitment letter and customary for this type of transaction;
- (f) all governmental and material third party approvals and consents required by the Term Sheet, including bankruptcy court approval, necessary in connection with the transactions contemplated by the Term Sheet shall have been obtained and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions;

(g) the Plan shall be consummated on the terms and conditions set forth in the Term Sheet, the Restructuring Agreement and that certain Escrow Agreement, dated as of the date hereof, by and among, *inter alia*, the Company, Wells Fargo Bank, N.A. and certain members of the Committee, contemporaneously with the closing of the Financing Transactions; and

(h) Investor shall have received such legal opinions, documents and other instruments as are customary for transactions of this type.

The definitive documentation contemplated by clause (e) above shall not contain (i) any conditions precedent other than the accuracy of the Specified Representations and the conditions precedent set forth herein or (ii) any representation or warranty (other than Specified Representations), affirmative or negative covenant or event of default, the accuracy, compliance or absence, respectively, of or with which would be a condition to the availability of the Commitment on the Effective Date. For purposes hereof, "Specified Representations" means the representations and warranties of the Company relating to corporate power and authority, the enforceability of the definitive documentation, the validity of the securities issued and, in each case as they relate to the entering into and performance of the definitive credit documentation, Federal Reserve margin regulations, and the Investment Company Act.

**CCH II, LLC,
CCH II CAPITAL CORP.**

EXCHANGE AND REGISTRATION RIGHTS AGREEMENT

EXCHANGE AND REGISTRATION RIGHTS AGREEMENT (this “Agreement”), dated as of [], 2009, by and among CCH II, LLC, a Delaware limited liability company, and CCH II Capital Corp., a Delaware corporation (collectively, the “Issuers”) and the undersigned Investors (as defined below).

WHEREAS:

Where as the Issuers propose to issue 13.50% Senior Notes due 2016 (the “Notes”) pursuant to, and upon the terms set forth in, the Plan of Reorganization of Charter Communications, Inc, its subsidiaries, and Charter Investment, Inc. (the “Plan”) under chapter 11 of Title 11 of the United States Code. In accordance with the Plan, the Issuers, jointly and severally, agree for the benefit of the Investors, as follows:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuers and each of the holders hereby agree as follows:

1. Certain Definitions. For purposes of this Exchange and Registration Rights Agreement, the following terms shall have the following respective meanings:

“Agreement” shall mean this Exchange and Registration Rights Agreement.

“Base Interest” shall mean the interest that would otherwise accrue on the Notes under the terms thereof and the Indenture, without giving effect to the provisions of this Exchange and Registration Rights Agreement.

“beneficial owner” has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular “person” (as that term is used in Section 13(d)(3) of the Exchange Act), such “person” will be deemed to have beneficial ownership of all securities that such “person” has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The term “beneficially own” has a corresponding meaning.

“broker-dealer” shall mean any broker or dealer registered with the Commission under the Exchange Act.

“Certification” shall have the meaning assigned thereto in Section 7(p).

“Closing Date” shall mean the date on which the Notes are initially issued.

“Commission” shall mean the United States Securities and Exchange Commission, or any other federal agency at the time administering the Exchange Act or the Securities Act, whichever is the relevant statute for the particular purpose.

“Disclosure Package” means, with respect to any offering of securities, (i) the preliminary prospectus, (ii) each Free Writing Prospectus and (iii) all other information, in each case, that is deemed, under Rule 159 promulgated under the Securities Act, to have been conveyed to purchasers of securities at the time of sale of such securities (including a contract of sale).

“Effective Time” in with respect to any Registration Statement means the time and date as of which the Commission declares such Registration Statement effective or as of which such Registration Statement otherwise becomes effective.

“Electing Holder” shall mean any holder of Registrable Securities that has returned a completed and signed Notice and Questionnaire to the Issuers in accordance with Section 3(e)(ii) hereof.

“Exchange Act” shall mean the Securities Exchange Act of 1934, or any successor thereto, and the rules, regulations and forms promulgated thereunder, all as the same shall be amended from time to time.

“Exchange Notes” shall have the meaning assigned thereto in Section 2(a) hereof.

“Exchange Offer” shall have the meaning assigned thereto in Section 2(a) hereof.

“Exchange Offer Registration” shall have the meaning assigned thereto in Section 3(c) hereof.

“Exchange Offer Registration Statement” shall have the meaning assigned thereto in Section 2(a) hereof.

“Free Writing Prospectus” means any “free writing prospectus” as defined in Rule 405 promulgated under the Securities Act.

“holder” shall mean, unless the context otherwise indicates, each of the holders who acquired Registrable Securities from the Issuers and any transferees thereof, in each case for so long as such person is a registered holder of any Registrable Securities.

“Holder Free Writing Prospectus” means each Free Writing Prospectus prepared by or on behalf of the relevant Holder or used or referred to by such Holder in connection with the offering of Registrable Securities.

“Indenture” shall mean the indenture governing the Notes, dated as of the Closing Date.

“Notes” shall have the meaning set forth in the preamble hereto. Unless the context otherwise requires, all references to a “Note” or “Notes” include any related Note Guarantee.

“Note Guarantee” means, in respect of any Notes or Exchange Notes, the related guarantee thereof by a Parent.

“Notice and Questionnaire” means a Notice of Registration Statement and Selling Securityholder Questionnaire substantially in the form of Exhibit B hereto.

“Parent” means Charter Communications, Inc. or any direct or indirect subsidiary of the foregoing, 100% of the voting stock of which is owned directly or indirectly by Charter Communications, Inc.

“Person” shall mean a corporation, association, partnership, organization, limited liability company, business, individual, government or political subdivision thereof or governmental agency.

“Registrable Securities” shall mean the Notes and the Exchange Notes; *provided, however,* that a Note or Exchange Note shall cease to be a Registrable Security when (i) in the circumstances contemplated by Section 2(a) hereof, such Exchange Note has been issued in exchange for a Note to a holder other than a Restricted Holder in the Exchange Offer as contemplated in Section 2(a) hereof; (ii) in the circumstances contemplated by Section 2(b) hereof, a Shelf Registration Statement registering such Note or Exchange Note under the Securities Act has been declared or becomes effective and such Note or Exchange Note has been sold or otherwise transferred by the holder thereof pursuant to and in a manner contemplated by such effective Shelf Registration Statement; (iii) such Note or Exchange Note is sold pursuant to Rule 144 under circumstances in which any legend borne by such Note or Exchange Note relating to restrictions on transferability thereof, under the Securities Act or otherwise, is removed by the Issuers or pursuant to the Indenture; (iv) after the earlier of (a) the date the Exchange Offer is consummated, and (b) the date that is one (1) year after the date of this Agreement, the holder of such Note or Exchange Note, as applicable, is eligible to dispose of all of the Notes and Exchange Notes held by such holder within a three (3) month period pursuant to Rule 144(e) (or any successor provision thereto); or (v) such Note or Exchange Note shall cease to be outstanding.

“Registration Default” shall have the meaning assigned thereto in Section 2(c) hereof.

“Registration Default Period” shall have the meaning assigned thereto in Section 2(c) thereof.

“Registration Expenses” shall have the meaning assigned thereto in Section 4 hereof.

“Registration Statement” means any registration statement filed as contemplated hereunder.

“Restricted Holder” shall mean (i) a holder that is an affiliate of the Issuers within the meaning of Rule 405 or Rule 144, (ii) a holder who acquires Exchange Notes outside the ordinary course of such holder’s business, (iii) a holder who has arrangements or understandings with any person to participate in the Exchange Offer for the purpose of distributing Exchange Notes and (iv) a holder that is a broker-dealer, but only with respect to Exchange Notes received by such broker-dealer pursuant to the Exchange Offer in exchange for Registrable Securities acquired by the broker-dealer directly from the Issuers.

“Rule 144,” “Rule 405” and “Rule 415” shall mean, in each case, such rule promulgated under the Securities Act (or any successor provision), as the same shall be amended from time to time.

“Securities Act” shall mean the Securities Act of 1933, or any successor thereto, and the rules, regulations and forms promulgated thereunder, all as the same shall be amended from time to time.

“Shelf Registration” shall have the meaning assigned thereto in Section 2(b) hereof.

“Shelf Registration Statement” shall have the meaning assigned thereto in Section 2(b) hereof.

“Special Interest” shall have the meaning assigned thereto in Section 2(c) hereof.

“Suspension Period” shall have the meaning assigned thereto in Section 3(f) hereof.

“Transfer Restricted Notes” shall have the meaning assigned thereto in Section 2(c) hereof.

“Trigger Date” means the effective date of the Plan.

“Trust Indenture Act” shall mean the Trust Indenture Act of 1939, or any successor thereto, and the rules, regulations and forms promulgated thereunder, all as the same shall be amended from time to time.

Unless the context otherwise requires, any reference herein to a “Section” or “clause” refers to a Section or clause, as the case may be, of this Exchange and Registration Rights Agreement, and the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Exchange and Registration Rights Agreement as a whole and not to any particular Section or other subdivision.

For the avoidance of doubt, the term “Notes” as used herein refers only to the Notes issued pursuant to Section 4(2) of the Securities Act.

2. Registration Under the Securities Act.

(a) Except as set forth in Section 2(b) below, the Issuers shall use their commercially reasonable efforts to file under the Securities Act as soon as practicable after the Trigger Date, but in no event later than November 15, 2009¹, a Registration Statement relating to an offer to exchange (such registration statement, the “Exchange Offer Registration Statement”, and such offer, the “Exchange Offer”) any and all of the Notes, for a like aggregate principal amount of notes issued by the Issuers, which notes are substantially identical in all material respects to the Notes (and are entitled to the benefits of the Indenture which has been qualified under the Trust Indenture Act), except that they have been registered pursuant to an effective registration statement under the Securities Act and do not contain provisions for the additional interest contemplated in Section 2(c) below (such notes, collectively, the “Exchange Notes”). Unless the context otherwise requires, all references to an “Exchange Note” or “Exchange Notes” include any related Note Guarantee. The Issuers agree to use their commercially reasonable efforts to cause the Exchange Offer Registration Statement to become or be declared effective under the Securities Act as soon as practicable but in no event later than February 14, 2010. The Exchange Offer will be registered under the Securities Act on the appropriate form and will comply with the Exchange Act. The Issuers further agree to use their commercially reasonable efforts to complete the Exchange Offer as soon as practicable but in no event later than sixty (60) business days (or longer, if required by the federal securities laws), after such Registration Statement has become effective, hold the Exchange Offer open for at least twenty (20) business days (calculated in accordance with the Exchange Act) and exchange the Exchange Notes for all Registrable Securities that have been properly tendered and not withdrawn on or prior to the expiration of the Exchange Offer. The Exchange Offer will be deemed to have been completed only if the Exchange Notes received by holders, other than Restricted Holders, in the Exchange Offer in exchange for Registrable Securities are, upon receipt, transferable by each such holder without restriction under the Securities Act and the Exchange Act and without material restrictions under the blue sky or securities laws of a substantial majority of the States of the United States of America. The Exchange Offer shall be deemed to have been completed upon the earlier to occur of (i) the Issuers having exchanged the Exchange Notes for all outstanding Registrable Securities pursuant to the Exchange Offer and (ii) the Issuers having exchanged, pursuant to the Exchange Offer, Exchange Notes for all Registrable Securities that have been properly tendered and not withdrawn before the expiration of the Exchange Offer. Within five (5) business days following completion of the Exchange Offer, the Issuers shall provide a copy of the Notice and Questionnaire to each holder of Exchange Notes through the facilities of the Depository Trust Company, together with a notice (x) stating that any holder of

¹ If the Effective Date occurs on or after August 15, 2009, the dates relating to any Registration Statement shall be extended as the Issuers deem reasonable in consultation with the parties who are expected to be holders with consideration around year-end filing requirements, provided, that if the Effective Date occurs after August 15, 2009, the dates relating to any Registration Statement shall be extended by at least the number of days counted from August 15, 2009 to the Effective Date. If the Effective Date occurs after October 15, 2009, the Issuers shall not be required to file the Registration Statement until a reasonable time thereafter and go effective until a reasonable time after audited financial statements of the Issuers (or any Parent that has provided a Note Guarantee that owns, directly or indirectly, 100%, of the capital stock of the Issuers) reflecting fresh-start accounting are available.

Exchange Notes that continues to hold Registrable Securities has registration rights pursuant to Section 2(d) of this Agreement and (y) containing instructions as to how such holder may exercise such registration rights.

(b) The Issuers shall use their commercially reasonable efforts to, as soon as practicable after the Trigger Date, but in no event later than November 15, 2009, file a “shelf” registration statement providing for the registration of, and the sale on a continuous or delayed basis by the holders of, all the Registrable Securities, which Registrable Securities are held by Restricted Holders, pursuant to Rule 415 or any similar rule that may be adopted by the Commission (such filing, the “Shelf Registration” and such Registration Statements, collectively, the “Shelf Registration Statement”). The Issuers agree to use their commercially reasonable efforts (x) to cause the Shelf Registration Statement to become or be declared effective by the Commission as soon as practicable but in no event later than ninety (90) days after such obligation to file arises and to keep such Shelf Registration Statement continuously effective for a period ending at such time as there are no longer any Registrable Securities outstanding; *provided, however*, that no holder shall be entitled to be named as a selling securityholder in the Shelf Registration Statement or to use the prospectus forming a part thereof for resales of Registrable Securities unless such holder is an Electing Holder and a Restricted Holder, and (y) after the Effective Time of the Shelf Registration Statement, promptly upon the request of any holder of Registrable Securities that is not then an Electing Holder, to take any action reasonably necessary to enable such holder to use the prospectus forming a part thereof for resales of Registrable Securities, including, without limitation, any action necessary to identify such holder as a selling securityholder in the Shelf Registration Statement; *provided, however*, that nothing in this clause (y) shall relieve any such holder of the obligation to return a completed and signed Notice and Questionnaire to the Issuers in accordance with Section 3(e)(iii) hereof. The Issuers further agree to supplement or make amendments to the Shelf Registration Statement, as and when required by the rules, regulations or instructions applicable to the registration form used by the Issuers for such Shelf Registration Statement or by the Securities Act for shelf registration, and the Issuers agree to furnish to each Electing Holder copies of any such supplement or amendment prior to its being used or promptly following its filing with the Commission.

(c) In the event that (i) the Issuers have not filed the Exchange Offer Registration Statement or Shelf Registration Statement on or before the date on which such registration statement is required to be filed pursuant to Section 2(a) or 2(b), respectively, or (ii) such Exchange Offer Registration Statement or Shelf Registration Statement has not become effective or been declared effective by the Commission on or before the date on which such registration statement is required to become or be declared effective pursuant to Section 2(a) or 2(b), respectively, or (iii) the Exchange Offer has not been consummated within sixty (60) business days after the initial effective date of the Exchange Offer Registration Statement (if the Exchange Offer is then required to be made) or (iv) any Shelf Registration Statement required by Section 2(b) hereof is filed and becomes or is declared effective but shall thereafter either be withdrawn by either of the Issuers or shall become subject to an effective stop order issued pursuant to Section 8(d) of the Securities Act suspending the effectiveness of such registration statement (except as specifically permitted herein) without being succeeded immediately by an additional registration statement filed and declared effective (each such event referred to in clauses (i) through (iv), a “Registration Default” and each period during which a Registration Default has occurred and is continuing, a “Registration Default Period”), then, as liquidated

damages for such Registration Default, subject to the provisions of Section 7(c), special interest (“Special Interest”), in addition to the Base Interest, shall accrue on the aggregate principal amount of the outstanding Transfer Restricted Notes (as defined below) affected by such Registration Default at a per annum rate of 0.25% for the first ninety (90) days of the Registration Default Period, and at a per annum rate of 0.50% thereafter for the remaining portion of the Registration Default Period. All accrued Special Interest shall be paid in cash by the Issuers on each Interest Payment Date (as defined in the Indenture). Notwithstanding the foregoing, a Registration Default shall not be deemed to have occurred as a result of a failure to file or have declared effective an Exchange Offer Registration Statement or as a result of a failure to consummate the Exchange Offer if (x) on or prior to the time the Exchange Offer is completed (A) existing law or Commission policy or interpretations are changed such that the Exchange Notes received by holders, other than Restricted Holders, in the Exchange Offer in exchange for Registrable Securities are not or would not be, upon receipt, transferable by each such holder without restriction under the Securities Act or (B) the Commission does not permit the Exchange Offer to be consummated because Registrable Securities have been registered on the Shelf Registration Statement and (y) the Issuers are then in compliance with Section 2(d). The parties hereto agree that the Special Interest provided for in this Section 2(c) constitutes a reasonable estimate of the damage that will be suffered by holders of Registrable Securities by reason of the happening of any Registration Default. Upon the occurrence of a Registration Default, the Issuers shall send a notice to all holders stating that a Registration Default has occurred, describing the nature of the Registration Default and stating that holders shall have fifteen (15) business days to identify to the Issuers, including, without limitation, through the use of a temporary CUSIP identification, such holder’s Transfer Restricted Notes entitled to Special Interest. Any holder who holds Transfer Restricted Notes that does not identify itself to the Issuers during the fifteen (15) business day period following such notice delivery (which notice shall be deemed delivered once delivered through the facilities of the Depository Trust Company) shall not be entitled to receive any Special Interest with respect to the related Registration Default; provided, however, that after any Interest Payment Date on which such holder did not receive Special Interest related to such Registration Default, such holder shall be entitled to receive Special Interest, if any, related to such Registration Default with respect to future interest payment periods on future Interest Payment Dates if it identifies itself to the Issuers as holding Transfer Restricted Notes entitled to such Special Interest within fifteen (15) business days following any Interest Payment Date on which it did not receive Special Interest. Notwithstanding the foregoing and anything in this Agreement to the contrary, in the case of an event referred to in clause (ii) above, a “Registration Default” shall be deemed not to have occurred so long as the Issuers have used and are continuing to use their commercially reasonable efforts to cause such Exchange Offer Registration Statement or Shelf Registration Statement, as the case may be, to become or be declared effective. For purposes of this Agreement, “Transfer Restricted Notes” shall mean, with respect to any Registration Default, any Notes or Exchange Notes which have not ceased being Registrable Securities pursuant to the definition thereof in Section 1 of this Agreement.

(d) If (i) on or prior to the time the Exchange Offer is completed, (A) existing law or Commission policy or interpretations are changed such that the Exchange Notes received by holders, other than Restricted Holders, in the Exchange Offer in exchange for Registrable Securities are not or would not be, upon receipt, transferable by each such holder without restriction under the Securities Act or (B) the Commission does not permit the Exchange Offer to

be consummated because Registrable Securities have been registered on the Shelf Registration Statement, (ii) after completion of the Exchange Offer as contemplated by this Agreement, one or more Restricted Holders give written notice to the Issuers that they hold Exchange Notes that continue to be Registrable Securities, or (iii) the Exchange Offer has not been completed by April 15, 2010, the Issuers shall use their commercially reasonable efforts to (1) file a “shelf” Registration Statement on the appropriate form (or amend the existing Shelf Registration Statement) to register for resale on a delayed or continuous basis under Rule 415 any Registrable Securities not already registered for resale under the Shelf Registration Statement as soon as practicable, but in no event more than forty-five (45) days after the occurrence of one of the events set forth in clauses (i), (ii), or (iii) immediately above, and (2) have such Registration Statement (or post effective amendment) be declared effective as soon as practicable, but in no event more than one-hundred fifty (150) days after the occurrence of such event and keep such Registration Statement (or post effective amendment) continuously effective for a period ending at such time as there are no longer any Registrable Securities outstanding; *provided, however*, that, except as provided in the immediately following sentence, no holder shall be entitled to be named as a selling securityholder in any such Registration Statement (or post effective amendment) or to use the prospectus forming a part thereof for resales of Registrable Securities unless such holder (x) is an Electing Holder or (y) in the case of a post effective amendment, is at such time already named as a selling securityholder in the Shelf Registration Statement. After the Effective Time of such Registration Statement (or post effective amendment), promptly upon the request of any holder of Registrable Securities that is not then an Electing Holder, the Issuers shall take any action reasonably necessary to enable such holder to use the prospectus forming a part thereof for resales of Registrable Securities, including, without limitation, any action necessary to identify such holder as a selling securityholder in the Shelf Registration Statement; *provided, however*, that nothing in this sentence shall relieve any such holder of the obligation to return a completed and signed Notice and Questionnaire to the Issuers in accordance with Section 3(e)(iii) hereof. The Issuers further agree to supplement or make amendments to such Registration Statement (or post effective amendment), as and when required by the rules, regulations or instructions applicable to the registration form used by the Issuers for such Registration Statement or by the Securities Act for shelf registration, and the Issuers agree to furnish to each Electing Holder copies of any such supplement or amendment prior to its being used or promptly following its filing with the Commission. With respect to any Registration Statement filed pursuant to this Section 2(d), the Issuers shall comply with subparagraphs (ii) through (xvi) of Section 3(e) as if such Registration Statement were a Shelf Registration Statement. With respect to the event described in (iii) above, such registration shall be in lieu of conducting the Exchange Offer contemplated by Section 2(a).

(e) The Issuers shall use their commercially reasonable efforts to take all actions necessary or advisable to be taken by them to ensure that the transactions contemplated herein are effected as so contemplated in Section 2(a) or 2(b) hereof.

(f) Any reference herein to a Registration Statement as of any time shall be deemed to include any document incorporated, or deemed to be incorporated, therein by reference as of such time and any reference herein to any post-effective amendment to a registration statement as of any time shall be deemed to include any document incorporated, or deemed to be incorporated, therein by reference as of such time.

3. Registration Procedures. If the Issuers file a Registration Statement pursuant to Section 2(a) or Section 2(b), the following provisions shall apply:

(a) At or before the Effective Time of the Exchange Offer or the Shelf Registration, as the case may be, the Issuers shall cause the Indenture to be qualified under the Trust Indenture Act if not already qualified.

(b) In the event that such qualification would require the appointment of a new trustee under the Indenture, the Issuers shall appoint a new trustee thereunder pursuant to the applicable provisions of the Indenture.

(c) In connection with the Issuers' obligations with respect to the registration of Exchange Notes as contemplated by Section 2(a) (the "Exchange Offer Registration"); if applicable, the Issuers shall, as soon as practicable (or as otherwise specified):

(i) prepare, file with the Commission and have declared effective, within the time periods specified in Section 2(a), an Exchange Offer Registration Statement on any form which may be utilized by the Issuers and which shall permit the Exchange Offer to be effected as contemplated by Section 2(a);

(ii) as soon as practicable, prepare and file with the Commission such amendments and supplements to such Exchange Offer Registration Statement and the prospectus included therein as may be necessary to effect and maintain the effectiveness of such Exchange Offer Registration Statement for the periods and purposes contemplated in Section 2(a) hereof and as may be required by the applicable rules and regulations of the Commission and the instructions applicable to the form of such Exchange Offer Registration Statement; and

(iii) promptly notify the holders, and confirm such advice in writing, (A) when such Exchange Offer Registration Statement or the prospectus included therein or any prospectus amendment or supplement or post-effective amendment has been filed, and, with respect to such Exchange Offer Registration Statement or any post-effective amendment, when the same has become effective, (B) of any comments by the Commission and by the blue sky or securities commissioner or regulator of any state with respect thereto, or any request by the Commission for amendments or supplements to such Exchange Offer Registration Statement or prospectus or for additional information, (C) of the issuance by the Commission of any stop order suspending the effectiveness of such Exchange Offer Registration Statement or the initiation or, to the knowledge of the Issuers, threatening of any proceedings for that purpose, (D) if at any time the Representations and Warranties of the Issuers contemplated by Section 5 hereof cease to be true and correct in all material respects, or (E) of the receipt by the Issuers of any notification with respect to the suspension of the qualification of the Exchange Notes for sale in any jurisdiction or the initiation or, to the knowledge of the Issuers, threatening of any proceeding for such purpose;

(iv) use their commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of such Exchange Offer Registration Statement or any post-effective amendment thereto as soon as practicable;

(v) to the extent necessary, use their commercially reasonable efforts to (A) register or qualify the Exchange Notes under the securities laws or blue sky laws of such jurisdictions as are contemplated by Section 2(a) no later than the commencement of the Exchange Offer and (B) keep such registrations or qualifications in effect and comply with such laws so as to permit the continuance of offers, sales and dealings therein in such jurisdictions until the completion of the Exchange Offer; *provided, however,* that neither of the Issuers shall be required for any such purpose to (1) qualify as a foreign corporation or limited liability company, as the case may be, in any jurisdiction wherein it would not otherwise be required to qualify but for the requirements of this Section 3(c)(v), (2) consent to general service of process in any such jurisdiction or (3) make any changes to its certificate of incorporation or by-laws (or other organizational document) or any agreement between it and holders of its ownership interests;

(vi) use their commercially reasonable efforts to obtain the consent or approval of each governmental agency or authority, whether federal, state or local, which may be required to effect the Exchange Offer Registration and the Exchange Offer;

(vii) provide a CUSIP number for all Exchange Notes, not later than the applicable Effective Time;

(viii) comply with all applicable rules and regulations of the Commission, and make generally available to their securityholders as soon as practicable but no later than eighteen months after the effective date of such Exchange Offer Registration Statement, an earnings statement of the Issuers and their subsidiaries complying with Section 11(a) of the Securities Act (including, at the option of the Issuers, Rule 158 thereunder);

(ix) mail to each holder a copy of the prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(x) utilize the services of a depository for the Exchange Offer which may be the Trustee, any new trustee under the Indenture, or an affiliate of any of them;

(xi) permit holders to withdraw tendered Notes at any time prior to the close of business, New York time, on the last business day on which the Exchange Offer is open; and

(xii) prior to the Effective Time, provide a supplemental letter to the Commission as contemplated in Exxon Capital Holdings Corporation (pub. avail. May 13, 1988) and Morgan Stanley and Co., Inc. (pub. avail. June 5, 1991).

shall: (d) As soon as practicable after the close of the Exchange Offer, the Issuers

(i) accept for exchange all Registrable Securities tendered and not validly withdrawn pursuant to the Exchange Offer;

(ii) deliver to the Trustee for cancellation all Notes so accepted for exchange; and

(iii) cause the Trustee promptly to authenticate and deliver to each holder a principal amount of Exchange Notes equal to the principal amount of the Registrable Securities of such holder so accepted for exchange.

(e) In connection with the Issuers' obligations with respect to the Shelf Registration, if applicable, the Issuers shall, as soon as practicable (or as otherwise specified):

(i) prepare and file with the Commission within the time periods specified in Section 2(b), a Shelf Registration Statement on any form which may be utilized by the Issuers and which shall register all the Registrable Securities for resale by the holders thereof in accordance with such method or methods of disposition as may be specified by such of the holders as, from time to time, may be Electing Holders and use their commercially reasonable efforts to cause such Shelf Registration Statement to become or be declared effective within the time periods specified in Section 2(b);

(ii) not less than thirty (30) calendar days prior to the anticipated Effective Time of the Shelf Registration Statement, mail the Notice and Questionnaire to the holders of Registrable Securities; except as provided in Section 2(b) and Section 2(d) and as contemplated by Section 3(e)(iii), no holder shall be entitled to be named as a selling securityholder in the Shelf Registration Statement as of the Effective Time, and no holder shall be entitled to use the prospectus forming a part thereof for resales of Registrable Securities at any time, unless such holder has returned a completed and signed Notice and Questionnaire to the Issuers by the deadline for response set forth therein; *provided, however*, holders of Registrable Securities shall have at least twenty (20) calendar days from the date on which the Notice and Questionnaire is first mailed to such holders to return a completed and signed Notice and Questionnaire to the Issuers;

(iii) after the Effective Time of the Shelf Registration Statement, upon the request of any holder of Registrable Securities that is not then an Electing Holder, promptly send a Notice and Questionnaire to such holder; provided that the Issuers shall not be required to take any action to name such holder as a selling securityholder in the Shelf Registration Statement or to enable such holder to use the prospectus forming a part thereof for resales of Registrable Securities until such holder has returned a completed and signed Notice and Questionnaire to the Issuers;

(iv) as soon as practicable prepare and file with the Commission such amendments and supplements to such Shelf Registration Statement and the prospectus included therein as may be necessary to effect and maintain the effectiveness of such Shelf Registration Statement for the period specified in Section 2(b) and as may be

required by the applicable rules and regulations of the Commission and the instructions applicable to the form of such Shelf Registration Statement, and furnish to the Electing Holders copies of any such supplement or amendment simultaneously with or prior to its being used or filed with the Commission;

(v) comply with the provisions of the Securities Act with respect to the disposition of all the Registrable Securities covered by such Shelf Registration Statement in accordance with the intended methods of disposition by the Electing Holders provided for in such Shelf Registration Statement;

(vi) provide the Electing Holders in advance of filing thereof with the Commission, a draft of such Shelf Registration Statement, each prospectus included therein or filed with the Commission and each amendment or supplement thereto (including any documents incorporated by reference therein after the initial filing), in each case in substantially the form to be filed with the Commission, and shall use their commercially reasonable efforts to reflect in each such document, when so filed with the Commission, such comments as are reasonably proposed;

(vii) promptly notify each of the holders and the Electing Holders, and confirm such advice in writing, (A) when such Shelf Registration Statement or the prospectus included therein or any prospectus amendment or supplement or post-effective amendment has been filed, and, with respect to such Shelf Registration Statement or any post-effective amendment, when the same has become effective, (B) of any comments by the Commission and by the blue sky or securities commissioner or regulator of any state with respect thereto, or any request by the Commission for amendments or supplements to such Shelf Registration Statement or prospectus or for additional information, (C) of the issuance by the Commission of any stop order suspending the effectiveness of such Shelf Registration Statement or the initiation or, to the knowledge of the Issuers, threatening of any proceedings for that purpose, (D) of the receipt by the Issuers of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or, to the knowledge of the Issuers, threatening of any proceeding for such purpose or (E) if at any time when a prospectus is required to be delivered under the Securities Act, that such Shelf Registration Statement, prospectus, prospectus amendment or supplement or post-effective amendment does not conform in all material respects to the applicable requirements of the Securities Act and the Trust Indenture Act, or contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(viii) use their commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of such Shelf Registration Statement or any post-effective amendment thereto as soon as practicable;

(ix) if requested by any Electing Holder, promptly incorporate in a prospectus supplement or post-effective amendment such information as is required by the applicable rules and regulations of the Commission, and as such Electing Holder specifies should be included therein relating to the terms of the sale of such Registrable

Securities, including, without limitation, information (i) with respect to the principal amount of Registrable Securities being sold by such Electing Holder, the name and description of such Electing Holder, the offering price of such Registrable Securities, and any discount, commission or other compensation payable in respect thereof and (ii) with respect to any other material terms of the offering of the Registrable Securities to be sold by such Electing Holder; and make all required filings of such prospectus supplement or post-effective amendment upon notification of the matters to be incorporated in such prospectus supplement or post-effective amendment;

(x) furnish to each Electing Holder a copy of such Shelf Registration Statement, each such amendment and supplement thereto (in each case including all exhibits thereto upon request and documents incorporated by reference therein) and such number of copies of such Shelf Registration Statement (excluding exhibits thereto and documents incorporated by reference therein unless specifically so requested by such Electing Holder) and of the prospectus included in such Shelf Registration Statement (including, without limitation, each preliminary prospectus and any summary prospectus), in conformity in all material respects with the applicable requirements of the Securities Act and the Trust Indenture Act, and such other documents, as such Electing Holder may reasonably request in order to facilitate the offering and disposition of the Registrable Securities owned by such Electing Holder and to permit such Electing Holder to satisfy the prospectus delivery requirements of the Securities Act; and the Issuers hereby consent to the use of such prospectus (including, without limitation, such preliminary and summary prospectus) and any amendment or supplement thereto by each such Electing Holder, in each case in the form most recently provided to such person by the Issuers, in connection with the offering and sale of the Registrable Securities covered by the prospectus (including, without limitation, such preliminary and summary prospectus) or any supplement or amendment thereto;

(xi) use their commercially reasonable efforts to (A) register or qualify the Registrable Securities to be included in such Shelf Registration Statement under such securities laws or blue sky laws of such jurisdictions as any Electing Holder shall reasonably request, (B) keep such registrations or qualifications in effect and comply with such laws so as to permit the continuance of offers, sales and dealings therein in such jurisdictions during the period the Shelf Registration is required to remain effective under Section 2(b) above and for so long as may be necessary to enable any such Electing Holder to complete its resale of Notes pursuant to such Shelf Registration Statement and (C) take any and all other actions as may be reasonably necessary or advisable to enable each such Electing Holder to consummate the disposition in such jurisdictions of such Registrable Securities; *provided, however*, that none of the Issuers shall be required for any such purpose to (1) qualify as a foreign corporation or limited liability company, as the case may be, in any jurisdiction wherein it would not otherwise be required to qualify but for the requirements of this Section 3(e)(xi), (2) consent to general service of process in any such jurisdiction or (3) make any changes to its certificate of incorporation or by-laws (or other organizational document) or any agreement between it and holders of its ownership interests;

(xii) use their commercially reasonable efforts to obtain the consent or approval of each governmental agency or authority, whether federal, state or local, which may be required to effect the Shelf Registration or the offering or sale in connection therewith or to enable the selling holder or holders to offer, or to consummate the disposition of, their Registrable Securities;

(xiii) unless any Registrable Securities shall be in book-entry only form, cooperate with the Electing Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold, which certificates, if so required by any securities exchange upon which any Registrable Securities are listed, shall be penned, lithographed or engraved, or produced by any combination of such methods, on steel engraved borders, and which certificates shall not bear any restrictive legends;

(xiv) provide a CUSIP number for all Registrable Securities, not later than the applicable Effective Time;

(xv) include in the Shelf Registration Statement a “Plan of Distribution” section with at least the information substantially in the form attached hereto as Exhibit B, to the extent permitted by the rules, regulations, and form requirements promulgated by the Commission, except to the extent revised pursuant to comments received from the Staff of the Commission; and

(xvi) comply with all applicable rules and regulations of the Commission, and make generally available to its securityholders as soon as practicable but in any event not later than eighteen months after the effective date of such Shelf Registration Statement, earnings statements of the Issuers and their respective subsidiaries complying with Section 11(a) of the Securities Act (including, at the option of the Issuers, Rule 158 thereunder).

(f) In the event that the Issuers are required, pursuant to Section 3(e)(vii)(E) hereof, to notify the Electing Holders, the Issuers shall prepare and furnish to each of the Electing Holders a reasonable number of copies of a prospectus supplemented or amended so that, as thereafter delivered to purchasers of Registrable Securities, such prospectus conforms in all material respects to the applicable requirements of the Securities Act and the Trust Indenture Act, and shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing. Each Electing Holder agrees that upon receipt of any notice from the Issuers pursuant to this Section 3(f), such Electing Holder shall forthwith discontinue the disposition of Registrable Securities pursuant to the Shelf Registration Statement applicable to such Registrable Securities until such Electing Holder shall have received copies of such amended or supplemented prospectus, and if so directed by the Issuers, such Electing Holder shall deliver to the Issuers (at the Issuers’ expense) all copies, other than permanent file copies, then in such Electing Holder’s possession of the prospectus covering such Registrable Securities at the time of receipt of such notice. Upon written notice to the holders of Registrable Securities, the Issuers shall be entitled to suspend, for a period of time (each, a “Suspension Period”), the use of any Registration Statement or prospectus and shall not be required to amend or

supplement the Registration Statement, any related prospectus or any document incorporated therein by reference if the Issuers determine in their reasonable good faith judgment, after consultation with counsel, that the Registration Statement or any prospectus may contain an untrue statement of a material fact or omit any fact necessary to make the statements in the Registration Statement or prospectus not misleading; provided that (A) there are no more than five (5) Suspension Periods in any 12-month period, (B) the duration of any such Suspension Periods may not exceed one-hundred twenty (120) days in the aggregate in any 12-month period, and (C) the Issuers shall use their good faith efforts to amend the Registration Statement and/or prospectus to correct such untrue statement or omission as soon as reasonably practicable unless such amendment would reasonably be expected to have a material adverse effect on any proposal or plan of the Issuers to effect a merger, acquisition, disposition, financing, reorganization, recapitalization or similar transaction, in each case that is material to the Issuers.

(g) In the event of a Shelf Registration, in addition to the information required to be provided by each Electing Holder in its Notice and Questionnaire, the Issuers may require such Electing Holder to furnish to the Issuers such additional information regarding such Electing Holder and such Electing Holder's intended method of distribution of Registrable Securities as may be required in order to comply with the Securities Act. Each such Electing Holder agrees to notify the Issuers as promptly as practicable of any inaccuracy or change in information previously furnished by such Electing Holder to the Issuers or of the occurrence of any event in either case as a result of which any prospectus relating to such Shelf Registration contains or would contain an untrue statement of a material fact regarding such Electing Holder or such Electing Holder's intended method of disposition of such Registrable Securities or omits to state any material fact regarding such Electing Holder or such Electing Holder's intended method of disposition of such Registrable Securities required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly to furnish to the Issuers any additional information required to correct and update any previously furnished information or required so that such prospectus shall not contain, with respect to such Electing Holder or the disposition of such Registrable Securities, an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing.

4. Registration Expenses. The Issuers agree, subject to the last sentence of this Section 4, to bear and to pay or cause to be paid promptly all expenses incident to the Issuers' performance of or compliance with this Agreement, including, without limitation, (a) all Commission, filing and review fees and expenses, (b) all fees and expenses in connection with the qualification of the Notes for offering and sale under the securities laws and blue sky laws referred to in Section 3(e)(xi) hereof, (c) all expenses relating to the preparation, printing, production, distribution and reproduction of each registration statement required to be filed hereunder, each prospectus included therein or prepared for distribution pursuant hereto, each amendment or supplement to the foregoing, the expenses of preparing the Notes for delivery and the expenses of printing or producing any blue sky or legal investment memoranda and all other documents in connection with the offering, sale or delivery of Notes to be disposed of (including, without limitation, certificates representing the Notes), (d) messenger, telephone and delivery expenses relating to the offering, sale or delivery of Notes and the preparation of documents referred in clause (c) above, (e) fees and expenses of the Trustee under the Indenture, any agent

of the Trustee and any reasonable fees and expenses for counsel for the Trustee and of any collateral agent or custodian, (f) internal expenses (including, without limitation, all salaries and expenses of the Issuers' officers and employees performing legal or accounting duties), (g) fees, disbursements and expenses of counsel and independent certified public accountants of the Issuers, (h) reasonable fees, disbursements and expenses of one counsel for the Electing Holders retained in connection with a Shelf Registration, as selected by the Electing Holders of at least a majority in aggregate principal amount of the Registrable Securities held by Electing Holders (which counsel shall be reasonably satisfactory to the Issuers), (i) any fees charged by securities rating services for rating the Notes, and (j) reasonable fees, expenses and disbursements of any other persons, including, without limitation, special experts, retained by the Issuers in connection with such registration (collectively, the "Registration Expenses"). To the extent that any Registration Expenses are incurred, assumed or paid by any holder of Registrable Securities, the Issuers shall reimburse such person for the full amount of the Registration Expenses so incurred, assumed or paid promptly after receipt of a request therefor.

5. Indemnification.

(a) The Issuers agree, jointly and severally, to indemnify and hold harmless each holder of Registrable Securities or Exchange Notes, as the case may be, the affiliates, directors, officers, employees, members, managers and agents of each such holder and each Person who controls any such holder within the meaning of either the Securities Act or the Exchange Act, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities and expenses to which they or any of them may become subject insofar as such losses, claims, damages, liabilities and expenses (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement as originally filed or in any amendment thereof, or the Disclosure Package, or any preliminary, final or summary prospectus or Free Writing Prospectus included in any such Registration Statement, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action (whether or not the indemnified party is a party to any proceeding); provided, however, that the Issuers will not be liable in any case to the extent that any such loss, claim, damage, liability or expense arises (i) out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Issuers by or on behalf of any such holder specifically for inclusion therein including, without limitation, any notice and questionnaire, or (ii) out of sales of Registrable Securities made during a Suspension Period after notice is given pursuant to Section 3(f) hereof. This indemnity agreement will be in addition to any liability which the Issuers may otherwise have.

(b) Each holder severally (and not jointly) agrees to indemnify and hold harmless the Issuers and any Parent, and each of their affiliates, directors, employees, members, managers and agents and each Person who controls any Issuer or any Parent within the meaning of either the Securities Act or the Exchange Act, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages or liabilities to which they or any of them

may become subject insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement as originally filed or in any amendment thereof, or in the Disclosure Package or any Holder Free Writing Prospectus, preliminary, final or summary prospectus included in any such Registration Statement, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, to the extent, but only to the extent, that any such untrue statement or alleged untrue statement or omission or alleged omission is contained in any written information relating to such holder furnished to the Issuers by or on behalf of such holder specifically for inclusion therein; provided, however, that the total amount to be indemnified by such holder pursuant to this Section 5(b) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by such holder in the offering to which such Registration Statement or prospectus relates. This indemnity agreement will be in addition to any liability which the Issuers may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 5 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 5, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent such action and such failure results in material prejudice to the indemnifying party and forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, except as provided in the next sentence, after notice from the indemnifying party to such indemnified party of its election to so assume the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal expenses of other counsel or any other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. Notwithstanding the indemnifying party's rights in the prior sentence, the indemnified party shall have the right to employ its own counsel (and one local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. No indemnifying party shall, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general circumstances or allegations, be liable for

the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all indemnified parties. An indemnifying party shall not be liable under this Section 5 to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by such indemnifying party, which consent shall not be unreasonably withheld. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement or compromise that does not include as an unconditional term thereof the giving by the claimant or plaintiff therein, to such indemnified party, of a full and final release from all liability in respect to such claim or litigation.

(d) In the event that the indemnity provided in Section 5(a) or Section 5(b) above is unavailable to or insufficient to hold harmless an indemnified party for any reason, then each applicable indemnifying party agrees to contribute to the aggregate losses, claims, damages and liabilities (including, without limitation, legal or other expenses reasonably incurred in connection with investigating or defending same) to which such indemnifying party may be subject in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party on the one hand and by the indemnified party on the other from the offering of the Registrable Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the indemnifying party on the one hand and the indemnified party on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party on the one hand or the indemnified party on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 5(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this Section 5(d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 5(d), no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 5, each Person who controls any holder of Registrable Securities, agent or underwriter within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of any such holder, agent or underwriter shall have the same rights to contribution as such holder, agent or underwriter, and each Person who controls the Issuers within the meaning of either the Securities Act or the Exchange Act and each officer and director of the Issuers shall

have the same rights to contribution as the Issuers, subject in each case to the applicable terms and conditions of this Section 5(d).

(e) The provisions of this Section 5 will remain in full force and effect, regardless of any investigation made by or on behalf of any holder of Registrable Securities or the Issuers or any of the officers, directors or controlling Persons referred to in this Section 5 hereof, and will survive the transfer of Registrable Securities.

(f) To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under this Section 5 to the fullest extent permitted by law; provided, however, that: (i) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Registrable Securities pursuant to such Shelf Registration.

6. Rule 144 and Rule 144A; Other Exemptions. With a view to making available to the holders of Registrable Securities the benefits of Rule 144 and Rule 144A promulgated under the Securities Act and other rules and regulations of the Commission that may at any time permit a holder of Registrable Securities to sell such securities to the public without registration, the Issuers covenant that they will (i) file in a timely manner all reports and other documents required, if any, to be filed by them under the Securities Act and Exchange Act and the rules and regulations adopted thereunder and (ii) make available information necessary to comply with Rule 144 and Rule 144A, if available with respect to resales of the Registrable Securities under the Securities Act, at all times, all to the extent required from time to time to enable such holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (x) Rule 144 and Rule 144A promulgated under the Securities Act (if available with respect to resales of the Registrable Securities), as such rules may be amended from time to time or (y) any other rules or regulations now existing or hereafter adopted by the Commission. Upon the reasonable request of any holder of Registrable Securities, the Issuers will deliver to such holder a written statement as to whether they have complied with such information requirements, and, if not, the specific reasons for non-compliance.

7. Miscellaneous.

(a) No Inconsistent Agreements. The Issuers shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the holders of Registrable Securities in this Agreement.

(b) Adjustments Affecting Registrable Securities. The Issuers shall not take any action, or permit any change to occur, with respect to its securities which would materially and adversely affect the ability of the holders of Registrable Securities to include such Registrable Securities in a registration undertaken pursuant to this Agreement or which would

materially and adversely affect the marketability of such Registrable Securities in any such registration (including effecting a stock split or a combination of shares).

(c) Remedies; Specific Performance. Any Person having rights under any provision of this Agreement shall be entitled to enforce such rights specifically, to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that money damages would not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief (without posting any bond or other security) in order to enforce or prevent violation of the provisions of this Agreement and shall not be required to prove irreparable injury to such party or that such party does not have an adequate remedy at law with respect to any breach of this Agreement (each of which elements the parties admit). The parties hereto further agree and acknowledge that each and every obligation applicable to it and contained in this Agreement shall be specifically enforceable against it and hereby waives and agrees not to assert any defenses against an action for specific performance of their respective obligations hereunder. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies available under this Agreement or otherwise.

(d) Successors and Assigns. All covenants and agreements in this Agreement by or on behalf of any of the parties hereto shall bind and only inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not. In addition, whether or not any express assignment has been made, the provisions of this Agreement which are for the benefit of purchasers or holders of Registrable Securities are also for the benefit of, and enforceable by, any subsequent holder of Registrable Securities. No assignment or delegation of this Agreement by the Issuers, or any of the Issuers' rights, interests or obligations hereunder, shall be effective against any holder without the prior written consent of such holder.

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(f) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

(g) Descriptive Headings; Interpretation; No Strict Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns, and verbs shall include the plural and vice versa. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and, if applicable, hereof. The words "include", "includes" or "including" in this Agreement shall be

deemed to be followed by “without limitation”. The use of the words “or,” “either” or “any” shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. All references to laws, rules, regulations and forms in this Agreement shall be deemed to be references to such laws, rules, regulations and forms, as amended from time to time or, to the extent replaced, the comparable successor thereto in effect at the time. All references to agencies, self-regulatory organizations or governmental entities in this Agreement shall be deemed to be references to the comparable successor thereto.

(h) Governing Law. This Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) to the extent such rules or provisions would cause the application of the laws of any jurisdiction other than the State of New York.

(i) Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when (a) delivered personally to the recipient, (b) telecopied or sent by facsimile to the recipient, or (c) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to the Issuers at the address set forth below and to any holder of Registrable Securities at the address set forth on the signature page hereto, or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. The Issuers’ address is:

Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Attention: General Counsel

with copies to:

Attn: Christian O. Nagler, Esq.
Kirkland & Ellis LLP
153 E. 53rd Street
New York, NY 10022-4611
Facsimile: (212) 446-4900

Notice to the holders shall be sent to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Lawrence G. Wee
Facsimile: (212) 757-3990

and to:

Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue
Los Angeles, CA 90071
Attention: Nicholas P. Saggese
Facsimile: (213) 687-5600

If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the State of New York or the jurisdiction in which the Issuers' principal office is located, the time period shall automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

(j) Delivery by Facsimile. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic means, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall reexecute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

(k) Waiver of Jury Trial. Each of the parties to this Agreement hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including contract claims, tort claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into this Agreement, that each has already relied on this waiver in entering into this Agreement, and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 7(k) AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.** In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

(l) Arm's Length Agreement. Each of the parties to this Agreement agrees and acknowledges that this Agreement has been negotiated in good faith, at arm's length, and not by any means prohibited by law.

(m) Sophisticated Parties; Advice of Counsel. Each of the parties to this Agreement specifically acknowledges that (a) it is a knowledgeable, informed, sophisticated Person capable of understanding and evaluating the provisions set forth in this Agreement and (ii) it has been fully advised and represented by legal counsel of its own independent selection and has relied wholly upon its independent judgment and the advice of such counsel in negotiating and entering into this Agreement.

(n) Entire Agreement. This Agreement, together with Schedule I attached hereto, and any certificates, documents, instruments and writings that are delivered pursuant hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(o) Attorneys' Fees. In the event of litigation or other proceedings in connection with or related to this Agreement, the prevailing party in such litigation or proceeding shall be entitled to reimbursement from the opposing party of all reasonable expenses, including, without limitation, reasonable attorneys' fees and expenses of investigation in connection with such litigation or proceeding.

(p) Certification. Within fifteen (15) business days following receipt of written request from the Issuers by any holder (which request shall not be made more than twice in any calendar year), such holder shall certify to the Issuers that such holder continues to hold Registrable Securities (the "Certification"). If a holder fails to provide the Certification within the fifteen (15) business day period referred to in the immediately preceding sentence, the Issuers reserve the right, in their sole discretion, to remove such holder's Registrable Securities from a Registration Statement within fifteen (15) business days after receipt by such holder of a second written notice specifying that the holder may be removed from such Registration Statement unless such holder provides the Certification within such subsequent fifteen (15) business day period.

(q) Use of FWP. No holder shall use a Holder Free Writing Prospectus without the prior written consent of the Issuers, which shall not be unreasonably withheld.

(r) Notification of Status. Each holder shall notify the Issuers by written notice within ten (10) business days from the first day on which the holder no longer holds Registrable Securities.

(s) Acknowledgement. Each holder understands that it can only participate in an Exchange Offer if: (i) it acquired the Registrable Securities in the ordinary course of business; and (ii) it does not engage in, intend to engage in, or have arrangements to participate in a distribution (within the meaning of the Securities Act) of the Exchange Notes.

(t) Termination. The obligations of the Issuers and of any holder, other than those obligations contained in Section 5, shall terminate with respect to the Issuers and such holder as soon as both (A) such holder no longer holds any Registrable Securities and (B) such holder is no longer a Restricted Holder or otherwise subject to the volume limitations set forth in

Rule 144(e) promulgated under the Securities Act or any successor provision thereto with respect to Registrable Securities.

(u) Note Guarantee. The obligations of the Issuers hereunder, including, without limitation, under Section 2, will be deemed satisfied if satisfied by any Parent that provides a Note Guarantee.

If the foregoing is in accordance with your understanding, please sign and return to us counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the holders, this letter and such acceptance hereof shall constitute a binding agreement between each of the holders and the Issuers.

IN WITNESS WHEREOF, each undersigned holders and the Issuers have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

ISSUERS:

CCH II, LLC, as an Issuer

By: _____

Name:

Title:

CCH II CAPITAL CORP.

as an Issuer

By: _____

Name:

Title:

[]

By: _____
Name:
Title:
Address:

[]

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By: _____
Name:
Title:

Address:

EXHIBIT A

CCH II, LLC

CCH II CAPITAL CORP.

INSTRUCTION TO DTC PARTICIPANTS

(Date of Mailing)

URGENT —IMMEDIATE ATTENTION REQUESTED

DEADLINE FOR RESPONSE: [DATE](1)

The Depository Trust Company (“DTC”) has identified you as a DTC Participant through which beneficial interests in the CCH II, LLC (“CCH II”) and CCH II Capital Corp. (collectively, the “Issuers”) 13.50% Senior Notes due 2016 (the “Notes”) are held.

The Issuers are in the process of registering the Notes under the Securities Act of 1933, as amended, for resale by the beneficial owners thereof. In order to have their Notes included in the Exchange and Registration Statement, beneficial owners must complete and return the enclosed Notice of Registration Statement and Selling Securityholder Questionnaire.

It is important that beneficial owners of the Notes receive a copy of the enclosed materials as soon as possible as their rights to have the Notes included in the registration statement depend upon their returning the Notice and Questionnaire by [_____]. Please forward a copy of the enclosed documents to each beneficial owner that holds interests in the Notes through you. If you require more copies of the enclosed materials or have any questions pertaining to this matter, please contact the Issuers c/o CCH II, LLC, 12405 Powerscourt Drive, St. Louis, Missouri, 63131, Attention: General Counsel.

(1) Not less than twenty (20) calendar days from date of mailing.

CCH II, LLC

CCH II CAPITAL CORP.

Notice of Registration Statement

and

Selling Securityholder Questionnaire

(Date)

Reference is hereby made to the Exchange and Registration Rights Agreement (the “Registration Rights Agreement”) among the Issuers and the holders named therein. Pursuant to the Registration Rights Agreement, the Issuers have filed with the United States Securities and Exchange Commission (the “Commission”) a registration statement on Form [] (the “Shelf Registration Statement”) for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the “Securities Act”), of the Issuers’ Notes. A copy of the Registration Rights Agreement is attached hereto. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Each beneficial owner of Registrable Securities is entitled to have the Registrable Securities beneficially owned by it included in the Shelf Registration Statement. In order to have Registrable Securities included in the Shelf Registration Statement, this Notice of Registration Statement and Selling Securityholder Questionnaire (“Notice and Questionnaire”) must be completed, executed and delivered to the Issuers’ counsel at the address set forth herein for receipt ON OR BEFORE [Deadline for Response]. Beneficial owners of Registrable Securities who do not complete, execute and return this Notice and Questionnaire by such date (i) will not be named as selling securityholders in the Shelf Registration Statement and (ii) may not use the prospectus forming a part thereof for resales of Registrable Securities.

Certain legal consequences arise from being named as a selling securityholder in the Shelf Registration Statement and related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling securityholder in the Shelf Registration Statement and related prospectus.

ELECTION

The undersigned holder (the "Selling Securityholder") of Registrable Securities hereby elects to include in the Shelf Registration Statement the Registrable Securities beneficially owned by it and listed below in Item (3). The undersigned, by signing and returning this Notice and Questionnaire, agrees to be bound with respect to such Registrable Securities by the terms and conditions of this Notice and Questionnaire and the Registration Rights Agreement, including, without limitation, Section 5 of the Registration Rights Agreement, as if the undersigned Selling Securityholder were an original party thereto.

Upon any sale of Registrable Securities pursuant to the Shelf Registration Statement, the Selling Securityholder will be required to deliver to the Issuers and the Trustee the Notice of Transfer Pursuant to Registration Statement set forth in Exhibit C to the Registration Rights Agreement within ten (10) business days of such transfer.

The Selling Securityholder hereby provides the following information to the Issuers and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

- (1) (i) Full Legal Name of Selling Securityholder:
- (ii) Full Legal Name of Registered Holder (if not the same as in (i) above) of Registrable Securities Listed in Item (3) below:
- (iii) Full Legal Name of DTC Participant (if applicable and if not the same as (ii) above) Through Which Registrable Securities Listed in Item (3) below are held:
- (iv) Full name of person or persons who have voting or investment control of the Registrable Securities:

- (2) Address for Notices to Selling Securityholder:

Telephone: _____

Fax: _____

Contact Person: _____

- (3) Beneficial Ownership of Notes:

Except as set forth below in this Item (3), the undersigned does not beneficially own any Notes.

(a) Principal amount of Registrable Securities beneficially owned:

CUSIP No(s). of such Registrable Securities: _____

(b) Principal amount of Notes other than Registrable Securities beneficially owned:

CUSIP No(s). of such other Notes: _____

(c) Principal amount of Registrable Securities which the undersigned wishes to be included in the Registration Statement: _____

CUSIP No(s). of such Registrable Securities to be included in the Registration Statement:

(4) Beneficial Ownership of Other Securities of the Issuers:

Except as set forth below in this Item (4), the undersigned Selling Securityholder is not the beneficial or registered owner of any other securities of the Issuers other than the Notes listed above in Item (3).

State any exceptions here:

(5) Relationships with the Issuers:

Except as set forth below, neither the Selling Securityholder nor any of its affiliates, officers, directors or principal equity holders (5% or more) has held any position or office or has had any other material relationship with the Issuers (or their respective predecessors or affiliates) during the past three years.

State any exceptions here:

(6) Plan of Distribution:

Except as set forth below, the undersigned Selling Securityholder intends to distribute the Registrable Securities listed above in Item (3) only as follows (if at all): All or any portion of such Registrable Securities may be sold from time to time directly by the undersigned Selling Securityholder or, alternatively, through one or more underwriters, broker-dealers or agents. Such Registrable Securities may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale, or at negotiated prices. Such sales may be effected in transactions (which may involve crosses or

block transactions) (i) on any national securities exchange or quotation service on which the Registrable Securities may be listed or quoted at the time of sale, (ii) in the over-the-counter market, (iii) in transactions otherwise than on such exchanges or services or in the over-the-counter market, or (iv) through the writing of options, whether such options are listed on an options exchange or otherwise, (v) ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers, (vi) block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction, (vii) purchases by a broker-dealer as principal and resale by the broker-dealer for its account, (viii) an exchange distribution in accordance with the rules of the applicable exchange, (ix) privately negotiated transactions, (x) short sales, (xi) sales pursuant to Rule 144 or Rule 144A, (xii) broker-dealers may agree with the selling securityholder to sell a specified number of shares at a stipulated price per share, (xiii) a combination of any such methods of sale, and (xiv) any other method permitted pursuant to applicable law. In connection with sales of the Registrable Securities or otherwise, the Selling Securityholder may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the Registrable Securities in the course of hedging the positions they assume. The Selling Securityholder may also sell Registrable Securities short and deliver Registrable Securities to close out such short positions, or loan or pledge Registrable Securities to broker-dealers that in turn may sell such Notes.

State any exceptions here:

By signing below, the Selling Securityholder acknowledges that it understands its obligation to comply, and agrees that it will comply, with the provisions of the 1934 Act including, without limitation, Regulation M.

In the event that the Selling Securityholder transfers all or any portion of the Registrable Securities listed in Item (3) above after the date on which such information is provided to the Issuers, the Selling Securityholder agrees to notify the transferee(s) at the time of the transfer of its rights and obligations under this Notice and Questionnaire and the Registration Rights Agreement.

By signing below, the Selling Securityholder consents to the disclosure of the information contained herein in its answers to Items (1) through (6) above and the inclusion of such information in the Shelf Registration Statement and related prospectus. The Selling Securityholder understands that such information will be relied upon by the Issuers and Charter Holdings in connection with the preparation of the Shelf Registration Statement and related prospectus.

By signing below, the undersigned hereby represents and warrants that it is entitled under the terms of the Registration Rights Agreement to have all of its Registrable Securities included in the Registration Statement and cannot sell such Registrable Securities in one transaction under Rule 144 solely because of the provisions of Rule 144.

In accordance with the Selling Securityholder's obligation under Section 3(e) of the Registration Rights Agreement to provide such information as may be required by law for inclusion in the Shelf Registration Statement, the Selling Securityholder agrees to promptly

notify the Issuers of any inaccuracies or changes in the information provided herein which may occur subsequent to the date hereof at any time while the Shelf Registration Statement remains in effect. All notices hereunder and pursuant to the Registration Rights Agreement shall be made in writing, by hand-delivery, first-class mail, or air courier guaranteeing overnight delivery as follows:

(i) To the Issuers:

CCH II, LLC
CCH II Capital Corp.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Attention: General Counsel

with a copy to:

Kirkland & Ellis LLP
153 East 53rd Street
New York, NY 10022
Attn: Christian O. Nagler

Once this Notice and Questionnaire is executed by the Selling Securityholder and received by the Issuers' counsel, the terms of this Notice and Questionnaire, and the representations and warranties contained herein, shall be binding on, shall inure to the benefit of and shall be enforceable by the respective successors, heirs, personal representatives, and assigns of the Issuers and the Selling Securityholder (with respect to the Registrable Securities beneficially owned by such Selling Securityholder and listed in Item (3) above). This Agreement shall be governed in all respects by the laws of the State of New York without giving effect to any provisions relating to conflicts of laws.

The undersigned represents and warrants that it holds Registrable Securities and is entitled to have such Registrable Securities included in a Registration Statement.

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated: _____

Selling Securityholder
(Print/type full legal name of beneficial owner of Registrable Securities)

By: _____

Name:

Title:

PLEASE RETURN THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE
FOR RECEIPT ON OR BEFORE [DEADLINE FOR RESPONSE] TO THE ISSUERS'
COUNSEL AT:

Kirkland & Ellis LLP
153 East 53rd Street
New York, NY 10022
Attn: Christian O. Nagler

PLAN OF DISTRIBUTION

We are registering our 13.50% Senior Notes due 2016 to permit the resale of such securities. We will not receive any of the proceeds from the sale by the selling securityholder of the securities.

The selling securityholder may sell all or a portion of the securities beneficially owned by it and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the securities are sold through underwriters or broker-dealers, the selling securityholder will be responsible for underwriting discounts or commissions or agent's commissions. The securities may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions,

- on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on these exchanges or systems or in the over-the-counter market;
- through the writing of options, whether such options are listed on an options exchange or otherwise;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales;
- sales pursuant to Rule 144 or Rule 144A;
- broker-dealers may agree with the selling securityholder to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and

- any other method permitted pursuant to applicable law.

If the selling securityholders effect such transactions by selling securities to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling securityholders or commissions from purchasers of the securities for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved). In connection with sales of the securities, the selling securityholders may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the securities in the course of hedging in positions they assume. The selling securityholder may also sell securities short and deliver securities covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling securityholder may also loan or pledge securities to broker-dealers that in turn may sell such securities.

The selling securityholders and any broker-dealer participating in the distribution of the securities may be deemed to be “underwriters” within the meaning of the Securities Act of 1933, and any commission paid, or any discounts or concessions allowed to, any such broker-dealer may be deemed to be underwriting commissions or discounts under the Securities Act of 1933. At the time a particular offering of the securities is made, a prospectus supplement, if required, will be distributed which will set forth the aggregate amount of shares of securities being offered and the terms of the offering, including the name or names of any broker-dealers or agents, any discounts, commissions and other terms constituting compensation from the selling securityholders and any discounts, commissions or concessions allowed or reallocated or paid to broker-dealers.

There can be no assurance that the selling securityholders will sell any or all of the securities pursuant to the shelf registration statement, of which this prospectus forms a part.

We will pay all expenses of the registration of the securities pursuant to the registration rights agreement, including, without limitation, Securities and Exchange Commission filing fees; provided, however, that the selling security holders will pay all underwriting discounts and selling commissions, if any. We will indemnify the selling security holders against liabilities, including some liabilities under the Securities Act of 1933, in accordance with the registration rights agreements, or the selling securityholders will be entitled to contribution. We may be indemnified by the selling securityholders against civil liabilities, including liabilities under the Securities Act of 1933, that may arise from any written information furnished to us by the selling securityholders specifically for use in this prospectus, in accordance with the related registration rights agreement, or we may be entitled to contribution.

Once sold under the registration statement, of which this prospectus forms a part, the securities will be freely tradable in the hands of persons other than our affiliates.

NOTICE OF TRANSFER PURSUANT TO REGISTRATION STATEMENT

CCH II, LLC
CCH II Capital Corp.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Attention: General Counsel

The Bank of New York Mellon Trust Company, NA, as trustee
2 North LaSalle Street, Suite 1020
Chicago, Illinois 60602
Attention: Trust Officer

Re: 13.50% Senior Notes due 2016

Dear Sirs:

Please be advised that _____ has transferred \$ _____ aggregate principal amount of the above-referenced Notes pursuant to an effective Registration Statement on Form S-1 (File No. 333-_____) filed by the Issuers.

We hereby certify that the prospectus delivery requirements, if any, of the Securities Act of 1933, as amended, have been satisfied and that the above-named beneficial owner of the Notes is named as a "Selling Holder" in the prospectus dated [date] or in supplements thereto, and that the aggregate principal amount of the Notes transferred are the Notes listed in such prospectus opposite such owner's name.

Dated: _____

Very truly yours,

(Name)

By: _____
(Authorized Signature)

COPY

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into effective as of July 1, 2008 (the "Effective Date") by and between **CHARTER COMMUNICATIONS, INC.**, a Delaware corporation (together with its successors and assigns, the "Company"), and Neil Smit, an individual ("Executive"). This Agreement amends and restates that employment agreement originally entered into between the Parties effective as of August 9, 2005, as modified by prior amendments to such original agreement (such agreement, so modified, the "Prior Employment Agreement").

WITNESSETH:

WHEREAS:

- (1) The Company and Executive (each, a "Party") desire for Executive to continue to be employed by the Company as Chief Executive Officer and President upon and subject to the terms and conditions set forth in this Agreement;
- (2) Executive is willing and desires to continue employment with the Company upon and subject to the terms of this Agreement; and
- (3) Executive's agreement to the terms and conditions of Sections 4 and 5 are a material condition of Executive's employment with the Company under the terms of this Agreement;

NOW, THEREFORE, in consideration of the premises, and the promises and agreements set forth below, the Parties, intending to be legally bound, agree as follows:

1. Employment Terms and Duties

1.1 Employment. The Company hereby agrees to continue to employ Executive in an executive capacity as its Chief Executive Officer and President, and Executive hereby accepts such continued employment upon the terms and conditions set forth in this Agreement.

1.2 Term; Option to Extend. Executive's employment under this Agreement (the "Term") shall commence as of the Effective Date and shall terminate at 11:59 p.m. on June 30, 2010. If Executive continues in the Company's employ after the expiration of the Term, his employment shall be on an at-will basis.

1.3 Position and Duties. During the Term, Executive shall serve as the President and Chief Executive Officer of the Company; shall have all authorities, duties and responsibilities customarily exercised by an individual serving in those positions at an entity of the size and nature of the Company (including overseeing the day-to-day management of the Company, having full profit and loss responsibility, developing overall strategy, and having all senior management of the Company report to him); shall be assigned no duties or responsibilities that are materially inconsistent with, or that materially impair his ability to discharge, the foregoing duties and responsibilities; shall have such additional duties and responsibilities (including, subject to such reasonable conditions as he may reasonably establish, service with affiliates of

the Company), consistent with the foregoing, as may from time to time reasonably be assigned to him by the Board of Directors of the Company (the "Board") or the Executive Committee of the Board (the "Executive Committee"); shall, in his capacity as President and Chief Executive Officer of the Company, report solely and directly to the Board or the Executive Committee; and shall serve as a member of the Board and the Executive Committee (if there is an Executive Committee).

1.4 Outside Activities. During the Term, Executive shall devote substantially all of his business time and efforts to the business and affairs of the Company. However, nothing in this Agreement shall preclude Executive from: (a) serving on the boards of a reasonable number of business entities, trade associations and charitable organizations, (b) engaging in charitable activities and community affairs, (c) accepting and fulfilling a reasonable number of speaking engagements, and (d) managing his personal investments and affairs; provided that such activities do not either individually or in the aggregate: interfere with the proper performance of his duties and responsibilities hereunder; create a conflict of interest; or violate any provision of this Agreement; and provided further that service on the board of any business entity must be approved in advance by the Board.

1.5 Location. During the Term, Executive's principal office and principal place of employment shall be at the Company's headquarters in the St. Louis, Missouri, metropolitan area.

2. Compensation and Benefits.

2.1 Salary. Beginning as of the Effective Date, Executive shall be paid a base salary (the "Salary") in respect of his services hereunder during the Term. The Salary shall be at an annual rate of \$1,500,000. The Salary shall be paid in equal periodic installments according to the Company's customary payroll practices, but no less frequently than monthly. During the Term, the Salary may be increased, but shall not be reduced below the applicable amount set forth in the preceding sentence at any time, or for any purpose (including for the purpose of determining benefits under Section 3 below), without Executive's prior written consent.

2.2 Performance Bonus. Executive shall be paid an annual cash performance bonus (an "Annual Bonus") in respect of each calendar year that ends during the Term, to the extent earned based on performance against objective performance criteria. The performance criteria for any particular calendar year shall be established by the Compensation Committee of the Board (the "Compensation Committee") no later than 90 days after the commencement of such calendar year. Beginning with calendar year 2008, Executive's Annual Bonus for a calendar year shall equal 200% of his actual Salary earned for that year (the "Target Bonus") if target levels of performance for that year (as established by the Compensation Committee when the performance criteria for that year are established) are achieved, with greater or lesser amounts (including zero) paid for performance above and below target (such greater and lesser amounts to be determined by a formula established by the Compensation Committee for that year when it established the targets and performance criteria for that year). For the avoidance of doubt, Executive's Target Bonus for 2008 shall be \$2,700,000. For 2008, Executive's maximum Annual Bonus shall be no greater than 125% of his Target Bonus for the year. Executive's maximum Annual Bonus for 2009 and 2010 shall be determined by the Compensation Committee, but in no event shall such

maximum be greater than 200% of Executive's Target Bonus for the year or less than 125% of Executive's Target Bonus for the year. Performance criteria shall not include the Company's stock trading price, and may include revenue, ARPU, RGU, OCF, new product growth, operational improvements, and/or such other metrics as the Compensation Committee shall determine. Executive's Annual Bonus for a calendar year shall be determined by the Compensation Committee after the end of the calendar year and shall be paid to Executive when annual bonuses for that year are paid to other senior executives of the Company generally, but in no event later than March 15 of the following calendar year. In carrying out its functions under this Section 2.2 and under Section 2.5(b), the Compensation Committee shall at all times act reasonably and in good faith, and shall consult with Executive to the extent appropriate.

2.3 Retention Bonus. Executive shall be entitled to receive an aggregate cash payment equal to \$2,000,000, payable in a single lump-sum no later than September 30, 2008 (the "Retention Bonus"). In the event that Executive's employment with the Company terminates at any time on or before December 31, 2009, in a termination by the Company for Cause (determined in accordance with this Agreement) or by Executive other than in a Good Reason Termination or as a result of his death or Disability (all determined in accordance with this Agreement), Executive shall be required to repay to the Company an amount equal to the Retention Bonus. In the event that Executive's employment with the Company terminates at any time after December 31, 2009, but prior to June 30, 2010, in a termination by the Company for Cause (determined in accordance with this Agreement) or by Executive other than in a Good Reason Termination or as a result of his death or Disability (all determined in accordance with this Agreement), Executive shall be required to repay to the Company an amount equal to one-half (1/2) of the Retention Bonus. Any amount required to be repaid under this Section 2.3 shall be repaid to the Company no later than thirty (30) days following the Termination Date.

2.4 Executive Cash Award Plan. Executive shall continue to participate in the Charter Communications Inc. 2005 Executive Cash Award Plan, as amended (the "Cash Award Plan"), during the Term on the same terms as are applicable generally to participants in the Cash Award Plan, and shall receive further book entry credits in 2008 and 2009 under the terms of the Cash Award Plan as in effect on the Effective Date.

2.5 Long-Term Incentive Compensation.

(a) Effective as of the Effective Date, the Restricted Stock, Performance Shares and Performance Cash awards granted to Executive on April 28, 2008 are hereby amended such that any portion of those awards scheduled to vest based (in whole or in part) on Executive's continuous service with the Company after the expiration of the Term shall instead vest (and hence, for avoidance of doubt, become nonforfeitable) on June 30, 2010, subject only to Executive's continuous employment by the Company through that date and the degree to which any applicable quantitative performance criteria are ultimately satisfied.

(b) In 2009 and 2010, Executive shall be granted long-term incentive compensation awards (each an "Annual LTI Grant") at the time such awards are granted to senior executives of the Company generally and in no event later than June 30 of the year in question, provided that Executive remains continuously employed by the Company through each such grant date. Each Annual LTI Grant shall be in the form of Restricted Stock, Performance

Shares and Performance Cash containing substantially the same terms and conditions as those that apply to the corresponding awards granted to Executive on April 28, 2008, except as expressly set forth in this Agreement. Each Annual LTI Grant shall have an aggregate "fair value" (as determined in accordance with Financial Accounting Standards Board's Statement of Financial Accounting Standards No. 123 (revised 2004), Share-Based Payment ("FAS 123R"), and using the same assumptions and methodologies for the applicable award that apply for purposes of the Company's financial statements) on the grant date thereof equal to at least \$6,000,000 (with 25% of such value allocated to Restricted Stock, 25% allocated to Performance Shares and 50% allocated to Performance Cash). The Annual LTI Grants shall be subject to the terms and conditions of the Company's 2001 Stock Incentive Plan (or any successor plan), and to the customary forms of award agreement used thereunder generally from time to time for executives of the Company, the terms and conditions of which shall be substantially similar to those applying to corresponding awards granted to Executive on April 28, 2008 (and, except as specifically provided for herein, no less favorable than the terms and conditions applicable generally to other senior executives of the Company); provided, however, that:

(i) with respect to the Annual LTI Grant made in 2009:

(A) 50% of each of the Restricted Stock, Performance Shares and Performance Cash granted thereunder shall vest (and hence, for avoidance of doubt, become nonforfeitable) on the first anniversary of the grant date thereof, subject only to Executive's continuous employment by the Company through such vesting date and the degree to which any applicable quantitative performance criteria are ultimately satisfied; (B) the remaining 50% of the Restricted Stock and Performance Shares granted thereunder shall vest on June 30, 2010, subject only to Executive's continuous employment by the Company through such vesting date and the degree to which any applicable quantitative performance criteria are ultimately satisfied; and (C) the remaining 50% of the Performance Cash granted thereunder shall vest in two equal installments, with 25% vesting on June 30, 2010 and 25% vesting on the second anniversary of the grant date thereof, subject in each case only to Executive's continuous employment by the Company through June 30, 2010 and the degree to which any applicable quantitative performance criteria are ultimately satisfied; and

(ii) with respect to the Annual LTI Grant made in 2010:

(A) 50% of the Restricted Stock granted thereunder shall vest on June 30, 2010, subject only to Executive's continuous employment by the Company through such vesting date; (B) 50% of the Performance Shares granted thereunder shall vest on the first anniversary of the grant date thereof, subject only to Executive's continuous employment by the Company through June 30, 2010 and the degree to which any applicable quantitative performance criteria are ultimately satisfied; (C) 50% of the Performance Cash granted thereunder shall vest in two equal installments, with 25% vesting on June 30, 2010 and 25% vesting on the first anniversary of the grant date thereof, subject in each case only to Executive's continuous employment by the Company through June 30, 2010 and the degree to which any applicable quantitative performance criteria are ultimately satisfied; and (D) in the event that Executive is continuously employed by the Company through June 30, 2010, the remaining 50% of the Restricted Stock, Performance Shares and Performance Cash awards made in 2010 shall become fully vested and non-forfeitable if the Company achieves, during the two-year period commencing on July 1, 2008 and ending on June 30, 2010 either (I) 0.5 improvement in the Company's Leverage Ratio (as defined in Exhibit A) compared to the target for such performance metric as of June 30, 2010

as set forth in the Company's Q3 2008 five year plan or (II) improvement in Adjusted EBITDA of \$100 million over the projected Adjusted EBITDA (as defined in Exhibit A) for such two-year period set forth in the Company's Q3 2008 five year plan (for the avoidance of doubt, if neither such goal is achieved, the remaining 50% of the Restricted Stock, Performance Shares and Performance Cash awards made in 2010 shall be forfeited as of June 30, 2010). Notwithstanding anything herein or in Exhibit A to the contrary, the calculation of the Company's Leverage Ratio and Adjusted EBITDA shall be subject to equitable adjustment, the manner of which shall be determined in the reasonable discretion of the Compensation Committee, to exclude the impact of (x) any issuances of additional common stock by the Company from and after July 1, 2008 (and any consideration received by the Company in connection therewith) other than issuances pursuant to equity compensation awards granted to Company employees, (y) any acquisition by the Company of, or merger, consolidation or similar transaction of or by the Company with, any business or entity and (z) any disposition (via sale, spin-off or otherwise) by the Company of any entity or business (each of (x), (y) and (z) a "Transaction"), except for a Transaction approved by the Board which has as its primary purpose a strategic transformation of the Company's business (as determined in the reasonable good faith discretion of the Compensation Committee), rather than to achieve a different result, such as to raise additional capital. For the avoidance of doubt, no adjustment to the calculation of the Company's Leverage Ratio and Adjusted EBITDA will be made to exclude the impact of a Transaction that the Compensation Committee determines to be strategic, as described in the preceding sentence.

2.6 Other Incentives. Executive shall be eligible for other or additional long term incentives in the sole and absolute discretion of the Compensation Committee and/or the Board. Such incentive awards (if any) shall be on terms and conditions that are commensurate with Executive's positions and responsibilities at the Company and appropriate in light of contemporaneous awards granted to other senior executives of the Company (but without regard to any special or one-time grants to such other senior executives, including any sign-on or special retention grants), as well as the other long-term incentive compensation awards granted to Executive pursuant to the terms of this Agreement. Except as otherwise provided herein, Executive shall not be entitled to participate in any other compensation, bonus, retention or incentive program, except as may be explicitly determined by the Board or the Compensation Committee in its sole and absolute discretion.

2.7 Employee Benefits. During the Term, Executive shall be entitled to participate in all pension, retirement, profit sharing, savings, 401(k), income deferral, life insurance, disability insurance, accidental death and dismemberment protection, travel accident insurance, hospitalization, medical, dental, vision and other employee benefit plans, programs and arrangements that may from time to time be made available generally to other senior executives of the Company, all to the extent Executive is eligible under the terms of such plans, programs and arrangements. Executive's participation in all such plans, programs and arrangements shall be at a level, and on terms and conditions, that are commensurate with his positions and responsibilities at the Company and that are no less favorable to him than to other senior executives of the Company generally; provided, however, that, as soon as practicable following the Effective Date, the Company shall increase the amount of Executive's life insurance coverage provided by the Company to the greater of 200% of Executive's annualized Salary or three million dollars (\$3,000,000); provided that if such increased coverage would cost more than \$20,000 per year, the Company shall be required to provide only such increased coverage as

can be obtained for \$20,000 per year. Executive shall also be entitled to post-retirement welfare and other benefits on no less favorable a basis than that then applying generally to other senior executives of the Company with the same age and years of service with the Company. In addition, the Company shall, as promptly as reasonably practicable and with Executive's full cooperation, purchase on behalf of Executive a policy that provides long-term disability coverage that, when combined with other long-term disability coverage provided by the Company, provides (i) coverage to age 65 of 50% of Executive's Salary, or (ii) if such coverage referred to in (i) would cost more than \$20,000 per year, the amount of coverage that can be provided for \$20,000 per year. Except for the immediately preceding sentence, nothing in this Section 2.7 shall be construed to require the Company to establish or maintain any particular employee benefit plan, program or arrangement.

2.8 Expenses and Perquisites.

(a) **Expenses.** The Company shall promptly reimburse Executive for all expenses reasonably incurred by him in connection with the performance of his duties hereunder (including appropriate business entertainment activities, expenses appropriately incurred by Executive in attending conventions, seminars, and other business meetings, and promotional activities), subject to Executive's furnishing the Company documentation substantiating the expenses in accordance with any reasonable policies concerning substantiation previously communicated to him in writing. When traveling on Company business on commercial airlines, Executive shall be entitled to fly first class when available.

(b) **Legal Representation.** Executive acknowledges that he has been advised to consult with independent legal counsel before signing this Agreement and has had the opportunity to do so. The Company shall pay, or reimburse Executive for, all fees and expenses of counsel reasonably incurred by him in the negotiation, drafting, execution and implementation of this Agreement, up to a maximum of \$60,000.

(c) **Financial Counseling and Tax Preparation.** Executive specifically understands that the Company has not made, nor does it make, any representation pertaining to financial obligations or tax consequences to Executive that may or may not arise out of this Agreement or Executive's acceptance of funds or benefits under this Agreement. In addition to the reimbursement provided under this Section 2.8(c), the Company agrees to promptly pay, or reimburse Executive for, professional fees he incurs in connection with financial counseling, estate planning, tax preparation and the like, up to a maximum of \$15,000 for each calendar year that begins, or ends, during the Term.

(d) **Additional Fringe Benefits and Perquisites.** During the Term, Executive shall, in addition to the foregoing, also be entitled to (i) to participate in all fringe benefits and perquisites made available generally to senior executives of the Company, such participation to be at levels, and on terms and conditions, that are commensurate with his positions and responsibilities at the Company and no less favorable to him than those applying generally to other senior executives of the Company, and (ii) to receive such additional fringe benefits and perquisites as the Company may, in its sole and absolute discretion, from time to time provide.

(e) **Timing of Reimbursement.** In no event shall any such reimbursements or other payments made pursuant to this Section 2.8 be paid later than the end of the calendar year following the year in which the expense was incurred.

2.9 Facilities and Expenses. During the Term, the Company shall furnish Executive office space, equipment, supplies, and such other facilities and personnel as are reasonably necessary or appropriate for the performance of Executive's duties under this Agreement, and shall pay Executive's dues in professional organizations as reasonably appropriate.

2.10 Vacations and Holidays. Executive shall be entitled to paid vacation of at least twenty (20) days per calendar year (or such greater number of vacation days, per calendar year, as may then be permitted for senior executives of the Company generally) during the Term, which vacation days may be carried over from year to year if not used. Executive shall also be entitled to paid holidays as and to the extent set forth in the Company's policies as the same may change from time to time for senior executives of the Company generally.

2.11 Effect of a "Going Private Event" on Equity Awards. At such time, if ever, as the Common Stock shall no longer be traded on any national securities exchange or national securities market (a "Going Private Event"), then the Company, in its sole and absolute discretion, shall either:

(a) (i) accelerate the vesting of, and remove all transfer restrictions on, all of Executive's outstanding Restricted Stock; (ii) accelerate the vesting and exercisability of all of Executive's outstanding Stock Options; and (iii) (A) promptly deliver unrestricted, publicly tradeable, securities in respect of each of Executive's outstanding Performance Share awards (in an amount determined as if all relevant performance goals had been achieved at 100% of target) and (B) promptly pay Executive, with respect to each of Executive's outstanding Performance Cash awards, an amount equal to the then target payout for that award times a fraction, of which the numerator is the number of days in the pertinent performance period that shall have elapsed through the occurrence of the Going Private Event and the denominator of which is 1095 (3 x 365 days) less the number of days from the beginning of the pertinent performance period to the most recent vesting date occurring prior to the Going Private Event; with vesting/removal/exercisability/ delivery in each case afforded at a time, and in a fashion, that enables Executive to participate, with respect to the securities subject to the awards in clauses (i)-(iii), on no less favorable a basis than other public shareholders holding such securities, in the transactions that give rise to the Going Private Event; or

(b) with respect to each of Executive's outstanding Stock Options, Restricted Stock awards, and Performance Share awards, make appropriate adjustments (x) in the amount and/or kinds of securities subject to such award (including, as appropriate, substituting securities of any successor entity) and/or (y) in the other terms and conditions of such award, in each case so as to avoid (A) dilution or enlargement, as a result of the Going Private Event, of the rights and value represented by such award and (B) any incremental current tax to Executives; and, with respect to each outstanding Performance Cash award, treat such award as described in Section 2.11(a)(iii)(B); or

(c) accelerate the vesting/removal/exercisability/delivery with respect to some of Executive's outstanding Stock Options, Restricted Stock awards and/or Performance Share awards in accordance with Section 2.11(a); treat the remaining awards in accordance with Section 2.11(b); and, with respect to each outstanding Performance Cash award, treat such award as described in Section 2.11(a)(iii)(B).

To the extent that Executive's Stock Options, Restricted Stock and/or Performance Share awards continue to be outstanding in accordance with Section 2.11(b) following a Going Private Event, then (i) Executive shall have the right, during the period of 180 days following (w) the vesting or removal of transfer restrictions from any Restricted Stock, (x) the delivery of any securities in respect of any Performance Share award, (y) the acquisition of securities upon the exercise of any Stock Option, and/or (z) the termination of his employment with the Company, for any reason, subsequent to or coincident with such vesting/removal/delivery/acquisition, to "put" any or all of such securities to the Company for a prompt cash payment equal to their Fair Market Value, and (ii) the Company shall have the right, during the same period, to "call" any or all of such securities for a prompt cash payment equal to their Fair Market Value. For purposes of this Agreement, the "Fair Market Value" of a security, as of a specified date, shall mean the fair market value of such security, as of such date, determined without discount for lack of liquidity, lack of control, minority status, restrictions on transferability, and the like, and assuming an amply-funded strategic buyer for all such securities then outstanding.

2.12 Presence of New Significant Equity Holder During the Term. In the event that during the Term any "person," as such term is used in Section 13(d) of the Securities Exchange Act of 1934, or group of persons, excluding the "Allen Entities" (as defined as of the Effective Date in the Restated Certificate of Incorporation of the Company) becomes (directly or indirectly) a "beneficial owner", as such term is used as of the Effective Date in Rule 13d-3 promulgated under that Act, of more than 30% of the voting power of the Company, then, provided only that Executive remains continuously employed by the Company through June 30, 2010, Executive shall be entitled to the following benefits (whether or not Executive's employment terminates at that time):

(a) full nonforfeitability and exercisability, as of June 30, 2010, for any outstanding Stock Option;

(b) full vesting, as of June 30, 2010, for any outstanding Restricted Stock, with all restrictions on such Restricted Stock lapsing as of June 30, 2010;

(c) full nonforfeitability, as of June 30, 2010, of any right to receive Performance Shares, with the number (if any), and the timing of the delivery, of such shares determined as if all relevant performance goals had been achieved at 100% of target; and

(d) payment of any outstanding Performance Cash awards, determined as if all relevant performance goals had been achieved at 100% of target.

3. Termination of Employment.

3.1 Termination Due to Death or Disability.

(a) In the event that Executive's employment hereunder is terminated during the Term due to his death or "Disability" (as determined pursuant to Section 3.1(b) below), the Term shall expire and he or his estate or beneficiaries (as the case may be) shall be entitled to the following:

(i) a "Pro-Rata Bonus" (as defined in Section 3.1(c) below);

(ii) full nonforfeitability and exercisability, as of the Termination Date, for any outstanding "Stock Option" (as defined in Section 3.1(c) below), with each such Stock Option to remain exercisable for the lesser of two years following the Termination Date and the remainder of its maximum stated term;

(iii) full vesting, as of the Termination Date, for any outstanding "Restricted Stock" (as defined in Section 3.1(c) below), with all restrictions on such Restricted Stock lapsing as of the Termination Date;

(iv) full nonforfeitability, as of the Termination Date, of any right to receive "Performance Shares" (as defined in Section 3.1(c) below), with the number (if any), and the timing of the delivery, of shares determined as if all relevant performance goals had been achieved at 100% of target;

(v) full payment in cash, promptly following the Termination Date, of an amount equal to the sum of all amounts credited to Executive's account under the Cash Award Plan;

(vi) full vesting, as of the Termination Date, and payment of any outstanding and unpaid "Performance Cash" (as defined in Section 3.1(c) below), determined as if all relevant performance goals had been achieved at 100% of target;

(vii) if the termination is due to Disability, the Company shall pay to Executive promptly following the Termination Date a lump sum cash payment equal to thirty-six (36) times the monthly cost, determined as of the Termination Date, for Executive and his covered dependents to receive coverage under COBRA for health, dental and vision benefits then being provided for Executive and his covered dependents (for the avoidance of doubt this amount will not take into account future increases in costs during the applicable time period), plus an additional amount such that Executive will be in the same position as he would have been had no taxes been imposed upon or incurred as a result of the payment described in this Section 3.1(a)(vii); and

(viii) the benefits described in Section 3.5.

(b) For purposes of this Agreement, Executive shall be deemed to have a "Disability" if, due to illness, injury or a physical or medically recognized mental condition, he is unable to perform his duties under this Agreement with reasonable

accommodation for one hundred twenty (120) consecutive days, or one hundred eighty (180) days during any twelve (12) month period, as determined in accordance with this Section 3.1(b). Whether a Disability exists shall be determined by a medical doctor selected by agreement of the Parties upon the request of either Party by notice to the other. If the Parties cannot agree on the selection of a medical doctor, each of them shall select a medical doctor and the two medical doctors shall select a third medical doctor who shall determine whether a Disability exists. The determination of the medical doctor selected under this Section 3.1(b) shall be binding on both Parties. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this Section 3.1(b), and to other specialists designated by such medical doctor, and Executive hereby authorizes the disclosure and release to the Company, in confidence, of such determination and all supporting medical records. No termination for Disability shall be effective until fifteen days after either Party gives written notice of such termination to the other Party.

(c) For purposes of this Agreement:

(i) the term "Pro-Rata Bonus" shall mean: an amount equal to 200% of the Salary that Executive earned, through the Termination Date, for the calendar year during which his employment under this Agreement terminated;

(ii) the term "Stock Option" shall mean: any compensatory option or warrant to acquire securities of the Company or any of its affiliates; any compensatory stock appreciation right, phantom stock option or analogous right granted by or on behalf of the Company or any of its affiliates; and any securities or rights received in respect of any of the foregoing securities or rights;

(iii) the term "Restricted Stock" shall mean: any compensatory restricted stock of the Company or any of its affiliates; any compensatory phantom shares or analogous rights granted by or on behalf of the Company or any of its affiliates (other than Performance Shares); and any securities or rights received in respect of any of the foregoing securities or rights;

(iv) the term "Performance Cash" shall mean: any long-term incentive compensation awards payable in cash based (in whole or in part) upon the achievement of performance-based vesting criteria; and any securities or rights received in respect of the foregoing awards;

(v) the term "Performance Shares" shall mean: any compensatory performance shares and compensatory performance units of the Company; and any securities or rights received in respect of the foregoing shares or units;

(vi) the term "Termination Date" shall mean: the effective date of the termination of Executive's employment under this Agreement.

(vii) the term "Person" shall mean: any individual, corporation, partnership, limited liability company, joint venture, trust, estate, board, committee, agency, body, employee benefit plan, or other person or entity.

3.2 Termination for Cause; Voluntary Quit.

(a) For purposes of this Agreement, the term “Cause” shall mean:

(i) Executive’s willful material breach of an obligation or representation under this Agreement or of any material fiduciary duty to the Company or any of its affiliates, or any willful act of fraud or willful misrepresentation or willful concealment to the Company, the Board or any affiliate, in each case that results or should reasonably be expected to result in material harm to the Company, the Board or any affiliate of the Company;

(ii) Executive’s willful and material failure to adhere to (A) any Code of Conduct in effect from time to time and applicable to officers and/or employees generally or (B) any written policy, in each case that results or should reasonably be expected to result in material harm to the Company, the Board or any affiliate of the Company;

(iii) Executive is convicted of, or pleads guilty or nolo contendere to, any felony or to a misdemeanor involving moral turpitude; or

(iv) conduct by Executive in connection with his employment hereunder that constitutes willful misconduct or willful neglect, and that in each case results (or should reasonably be expected to result) in material harm to the Company or any affiliate.

(b) No termination of Executive’s employment shall be effective as a termination for Cause for purposes of this Agreement or any other “Company Arrangement” (as defined in Section 3.5(d) below) unless the provisions of this Section 3.2(b) shall first have been complied with. Executive shall be given written notice by the Board of its intention to terminate his employment for Cause, such notice (the “Cause Notice”) to state in detail the particular circumstances that constitute the grounds on which the proposed termination for Cause is based. Executive shall have ten (10) days after receiving such Cause Notice in which to cure such grounds to the reasonable satisfaction of the Board. If he fails to timely cure such grounds, Executive shall then be entitled to a hearing before such Board. Such hearing shall be held within fifteen (15) days of his receiving such Cause Notice, provided that he requests such hearing within ten (10) days after receiving such Cause Notice. If, within ten (10) days following such hearing (if timely requested), and otherwise within twenty (20) days after such Cause Notice is given to Executive, the Board gives written notice to Executive confirming that, in the judgment of at least a majority of the members of the Board, Cause for terminating his employment on the basis set forth in the original Cause Notice exists, his employment hereunder shall thereupon be terminated for Cause, subject to *de novo* review, at Executive’s election, through arbitration in accordance with Section 9.5.

(c) In the event that Executive’s employment hereunder is terminated by the Company for Cause in accordance with Section 3.2(b), the Term shall expire and he shall be entitled to (x) the right to exercise any Stock Option, to the extent that such Stock Option is nonforfeitable as of the Termination Date, for at least the lesser of 30 days following the Termination Date and the remainder of its maximum stated term and (y) the benefits described in Section 3.5.

(d) In the event that Executive's employment hereunder is terminated by Executive on his own initiative, other than by death, for Disability, in a Good Reason Termination, or by expiration of the Term in accordance with Section 1.2 at 11:59 p.m. on June 30, 2010, the Term shall expire and he shall have the same entitlements as provided in Section 3.2(c) in the case of a termination for Cause. A voluntary termination under this Section 3.2(d) shall not be deemed a breach of this Agreement.

3.3 Termination Without Cause or With Good Reason.

(a) In the event that Executive's employment hereunder terminates during the Term in a Good Reason Termination, or is terminated by the Company (other than (x) for Disability in accordance with Section 3.1; (y) for Cause in accordance with Section 3.2, or (z) upon expiration of the Term at 11:59 p.m. on June 30, 2010 in accordance with Section 1.2) the Term shall expire and Executive shall be entitled to:

(i) a cash lump sum equal to three (3) times the sum of (x) his annualized Salary as of the Termination Date plus (y) 200% of his annualized Salary as of the Termination Date, such lump sum to be paid promptly after the requirements of Section 3.3(d) are satisfied;

(ii) full nonforfeitability and exercisability, as of the Termination Date, for any outstanding Stock Option, with each such Stock Option to remain exercisable for the lesser of two years following the Termination Date and the remainder of its maximum stated term;

(iii) full vesting, as of the Termination Date, for any outstanding Restricted Stock, with all restrictions on such Restricted Stock lapsing as of the Termination Date;

(iv) full nonforfeitability, as of the Termination Date, of any right to receive Performance Shares, with the number (if any), and the timing of the delivery, of such shares determined as if all relevant performance goals had been achieved at 100% of target;

(v) full vesting, as of the Termination Date, and payment of any outstanding and unpaid Performance Cash, determined as if all relevant performance goals had been achieved at 100% of target;

(vi) a lump sum cash payment, to be made promptly following the satisfaction of the requirements of Section 3.3(d), equal to thirty-six (36) times the monthly cost, determined as of the Termination Date, for Executive and his covered dependents to receive coverage under COBRA for health, dental and vision benefits then being provided for Executive and his covered dependents (for the avoidance of doubt this amount will not take into account future increases in costs during the applicable time period), plus an additional amount such that Executive will be in the same position as he would have been had no taxes been imposed upon or incurred as a result of the payment described in this Section 3.3(a)(vi); and

(vii) the benefits described in Section 3.5.

(b) For purposes of this Agreement, the term “Good Reason Termination” shall mean a termination by Executive of his employment hereunder following the occurrence of any of the following events without his express written consent:

(i) any failure to continue Executive as President, Chief Executive Officer and a member of the Board, but only if Executive objects in writing within 10 days of learning of such event and the Company fails to cure within 30 days of receipt of such written notice;

(ii) any adverse change in Executive’s reporting relationship, but only with respect to facts of which Executive became aware no more than six months prior to the date Executive gives written notice to the Company thereof and only if the Company fails to cure within 30 days of receipt of such written notice;

(iii) any material diminution in Executive’s responsibilities or authorities, but only with respect to facts of which Executive became aware no more than six months prior to the date Executive gives written notice to the Company thereof and only if the Company fails to cure within 30 days of receipt of such written notice;

(iv) any relocation of Executive’s principal place of employment to a location more than fifty (50) miles from the Company’s headquarters as of the Effective Date, but only if Executive objects in writing within 10 days of learning of such event and the Company fails to cure within 30 days of receipt of such written notice;

(v) any material reduction in Executive’s Salary (except as permitted under Section 2.1) or the Company’s failure to pay any material amount or provide any material benefit due under the Agreement or otherwise, but only if Executive objects in writing within 10 days of learning of such event and the Company fails to cure within 30 days of receipt of such written notice; or

(vi) any failure of the Company to timely obtain the assumption in writing of its obligations under this Agreement by any successor to all or substantially all of its business or assets upon any reconstruction, amalgamation, combination, merger, consolidation, sale, liquidation, dissolution or similar transaction, but only if Executive objects in writing within 10 days of learning of such event and the Company fails to cure within 30 days of receipt of such written notice;

No Good Reason Termination shall be effective until at least 90 days after Executive gives notice to the Company specifying the date on which the termination of his employment hereunder shall occur. No termination that is based on a Good Reason event (or events) occurring more than two years before the Termination Date shall be treated as a Good Reason Termination. Any Good Reason Termination shall be subject to *de novo* review, at the Company’s election, through arbitration in accordance with Section 9.5. In addition, any termination by Executive of his employment hereunder during the 60-day period that commences 180 days after the occurrence of any Change in Control shall be deemed to be a Good Reason Termination.

(c) For purposes of this Agreement, "Change in Control" shall mean the occurrence of any of the following events:

(i) any "person," as such term is used in Section 13(d) of the Securities Exchange Act of 1934, or group of persons, excluding the Allen Entities (as defined above) becomes (directly or indirectly) a "beneficial owner", as such term is used as of the Effective Date in Rule 13d-3 promulgated under that Act, of a percentage of the voting securities of the Company (measured either by number of voting securities or by voting power) that is larger than the percentage (if any) of the voting securities of the Company (measured in the same fashion) that Vulcan, Inc. and its affiliates beneficially own (directly or indirectly) at such time;

(ii) a majority of the Board consists of individuals other than "Incumbent Directors," which term means the members of the Board on the Effective Date; provided that any individual becoming a director subsequent to such date whose election or nomination for election was supported (other than in connection with any actual or threatened proxy contest) by two-thirds of the directors who then comprised the Incumbent Directors shall be considered to be an Incumbent Director; or

(iii) (x) the Company combines with another entity and is the surviving entity, or (y) all or substantially all of the assets or business of the Company is disposed of pursuant to a sale, merger, consolidation, liquidation, dissolution or other transaction or series of transactions (collectively, a "Triggering Event"), unless Vulcan, Inc. and its affiliates own, directly or indirectly, by reason of their ownership of voting securities of the Company immediately prior to such Triggering Event, more of the voting securities than any other shareholder (measured both by number of voting securities and by voting power) of (q) in the case of a combination in which the Company is the surviving entity, the surviving entity and (r) in any other case, the entity (if any) that succeeds to all or substantially all of the Company's business and assets.

(d) Prior to receiving the payment described in Section 3.3(a)(i), Executive must first execute and deliver to the Company, within forty-five (45) days following the Termination Date, a mutual release in substantially the form attached to this Agreement as Exhibit B, which shall not have been revoked by Executive by the close of business on the seventh day following its execution. Such mutual release shall be null and void unless it is returned to Executive, duly executed by the Company, within ten (10) business days following receipt by the Company.

3.4 Expiration of the Term. In the event that Executive's employment hereunder terminates upon expiration of the Term at 11:59 p.m. on June 30, 2010 in accordance with Section 1.2, Executive shall be entitled:

(a) to have any Stock Option that is nonforfeitable or exercisable as of the Termination Date or that becomes exercisable pursuant to Section 3.4(b) below be exercisable for the lesser of one year following the Termination Date and the remainder of its maximum stated term;

(b) to (x) nonforfeitability, as of the Termination Date, and exercisability, as of the date(s) Stock Options would otherwise have become nonforfeitable or exercisable had Executive remained employed by the Company indefinitely, (y) nonforfeitability, as of the Termination Date, for any outstanding Restricted Stock, and (z) nonforfeitability, as of the Termination Date, for any outstanding Performance Shares that are not governed by Section 2.5 and that, as of the Termination Date, are subject solely to vesting criteria based upon Executive's continued employment by the Company (i.e., those Performance Shares for which the applicable performance-based vesting criteria have been satisfied prior to the Termination Date), in each case to the extent that such Stock Option, Restricted Stock or Performance Share is then scheduled to become vested/nonforfeitable (or, with respect to Stock Options, exercisable) on or before the first anniversary of the Termination Date;

(c) a cash amount equal to the Annual Bonus Executive would have been entitled to receive for 2010 if his employment hereunder, and the Term, had continued indefinitely, but he had earned no Salary after June 30, 2010, such cash amount to be paid to Executive when annual bonuses for 2010 are paid to other senior executives of the Company generally, but in no event later than March 15, 2011; and

(d) to the benefits described in Section 3.5.

3.5 Benefits On Any Termination. On any termination of Executive's employment hereunder, he shall be entitled to:

(a) Salary through the Termination Date;

(b) the balance of any annual, long-term, or other incentive award earned in respect to any period ending on or prior to the Termination Date, but not yet paid;

(c) a lump-sum payment in respect of accrued but unused vacation days at his per-business-day Salary in effect as of the date his employment terminates;

(d) other or additional benefits in accordance with the terms of applicable plans, programs, corporate governance documents, agreements and arrangements of the Company and its affiliates (including Sections 2, 6, 7, and 9.5 of this Agreement) (collectively, "Company Arrangements"); and

(e) payment, promptly when due, of all amounts due in connection with the termination.

3.6 No Duplicative Severance. Notwithstanding anything elsewhere to the contrary, to the extent that the employment of Executive with the Company is terminated during the Term or upon expiration of the Term, Executive shall not be entitled to, and waives any rights under or with respect to, severance or other benefits under any existing or future severance plans, policies, programs or guidelines established or published by the Company, including that certain November 22, 2004 memorandum regarding severance guidelines for executives.

3.7 No Mitigation/No Offset. Executive shall be under no obligation to seek other employment or otherwise mitigate the obligations of the Company under this Agreement, and

there shall be no offset against amounts or benefits due Executive under this Agreement or otherwise on account of any claim (other than any preexisting debts then due in accordance with their terms) the Company or its affiliates may have against him or any remuneration or other benefit earned or received by Executive after such termination.

4. Confidential Information.

4.1 Acknowledgements by Executive. Executive acknowledges that (a) while employed by the Company and as a part of Executive's employment, Executive will be afforded access to Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; (c) because Executive possesses substantial technical expertise and skill with respect to the Company's business, the Company desires to obtain exclusive ownership of each invention by Executive, and the Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each invention by Executive; and (d) the provisions of this Section 4 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide the Company with exclusive ownership of all inventions and works made or created by Executive.

4.2 Confidential Information. Executive acknowledges that while employed by the Company Executive will have access to and may obtain, develop, or learn of "Confidential Information" (as defined below in this Section 4.2) under and pursuant to a relationship of trust and confidence. Executive shall hold such Confidential Information in strictest confidence and never at any time, during or after the termination of Executive's employment, directly or indirectly use for Executive's own benefit or otherwise (except in connection with the performance of duties for the Company or any of its affiliates) any Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized Person in any manner whatsoever except (v) to the Company and its affiliates, or to any authorized (or apparently authorized) agent or representative of any of them, (w) in connection with performing services for the Company and its affiliates, (x) when required to do so by law or by a court, governmental agency, legislative body, arbitrator or other Person with apparent jurisdiction to order him to divulge, disclose or make accessible such information, (y) in the course of any proceeding under Section 5.7 or 9.5 or (z) in confidence to an attorney or other professional advisor for the purpose of securing professional advice. In the event that Executive intends to disclose any Confidential

Information pursuant to clause (x) or (y) of the immediately preceding sentence, he shall (A) first promptly give the Company notice that such disclosure is or may be made and (B) cooperate with the Company, at its reasonable request and subject to such reasonable conditions as he may reasonably establish, in seeking to protect the confidentiality of the Confidential Information.

As used in this Agreement, the term "Confidential Information" shall include, but shall not be limited to, any of the following information relating to the Company learned by Executive while employed by the Company or as a result of Executive's employment with the Company:

(a) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(b) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(c) any trade secret or confidential information of or concerning any business operation or business relationship;

(d) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software are used in combination or alone;

(e) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information (including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(f) information concerning the Company's employees, officers, directors and shareholders; and

(g) any other trade secret or information of a confidential or proprietary nature.

Executive shall not make or use any notes or memoranda relating to any Confidential Information except for the benefit of the Company, and shall, at the Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Executive may then or later have within his possession or control that contain any Confidential Information.

Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Executive or which has become rightfully available to Executive on a non-confidential basis from any third party, the disclosure of which to Executive does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure by Executive or by any other Person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

Executive shall not remove from the Company's premises (except to the extent such removal is for purposes of performing his duties, or except as otherwise specifically authorized by the Company) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Executive recognizes that, as between the Company and Executive, all of the Proprietary Items, whether or not developed by Executive, are the exclusive property of the Company.

On or promptly following the Termination Date, Executive shall promptly return to the Company (or destroy) all documents, and other data repositories, containing Confidential Information that are then in his possession or control; provided that nothing in this Agreement or elsewhere shall prevent Executive from retaining and utilizing copies of benefits plans and programs in which he retains an interest or other documents relating to his personal entitlements and obligations, his desk calendars, his rolodex, and the like, or such other records and documents as may reasonably be approved by the Company.

4.3 Proprietary Developments. Executive shall, promptly upon reasonable request, disclose to Company all inventions (whether patentable or not), trade secrets, trademark concepts, and advertising and marketing concepts (collectively, hereinafter referred to as "Developments"), that he makes, alone or with others, during his employment with Company relating to its business. "Developments" do not include anything possessed or created by Executive before Executive commenced employment with the Company. Company will exclusively own all Developments. Executive hereby assigns to the Company all rights that he has or acquires in any Developments, and he shall execute any documents and take any actions as reasonably requested by the Company necessary to effect that assignment. Executive need not incur any cost related to that assignment or the creation of any related intellectual property rights. The Parties agree that Developments are Confidential Information.

4.4 Cooperation. Both while employed by the Company and thereafter, Executive shall fully cooperate with the Company's reasonable requests in the protection and enforcement of any intellectual property rights that relate to services performed by Executive for Company, whether under the terms of this Agreement or otherwise. This shall include, upon reasonable request by the Company, executing, acknowledging, and delivering to Company all documents or papers that may be necessary to enable Company to publish or protect such intellectual property rights. The Company shall bear all costs in connection with Executive's compliance with the terms of this Section 4.4.

5. Non-Competition and Non-Solicitation.

5.1 Acknowledgments by Executive. Executive acknowledges and agrees that: (a) the services to be performed by Executive under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 5 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Executive's ability to earn a living.

5.2 Covenants of Executive. For purposes of this Section 5.2, the term “Restricted Period” shall mean the period commencing on the Effective Date and terminating (i) December 31, 2010 if the Term ends at 11:59 p.m. on June 30, 2010 in accordance with Section 1.2, (ii) the later of June 30, 2010 and the first anniversary of the Termination Date if Executive is not entitled to any payment pursuant to Section 3.3(a)(i) and if clauses (i) and (iii) of this sentence do not apply, or (iii) 24 months after the Termination Date if Executive is entitled to a payment pursuant to Section 3.3(a)(i) or would be so entitled if he were to deliver an executed Release. In consideration of the compensation and benefits to be paid or provided to Executive by the Company, Executive covenants and agrees that during the Restricted Period Executive will not, directly or indirectly, for Executive’s own benefit or for the benefit of any other person or entity other than the Company, other than in connection with his services for the Company and its affiliates:

(a) perform material services for, or otherwise have material involvement with (whether as an officer, director, partner, consultant, security holder, owner, employee, independent contractor or otherwise), any Person that competes materially (whether directly or indirectly) with the Company and its affiliates in the “Business” (as such term is defined below in this Section 5.2) in the United States or elsewhere; provided that Executive may in any event (x) own up to a 1% passive ownership interest in any public or private entity, (y) be employed by, or otherwise have an association with, any business that competes with the Company or its affiliates in the Business if his employment or association is with a separately managed and operated division or affiliate of such business that does not compete with the Company or its affiliates in the Business and he has no business communication relating to the Business with employees of any division or affiliate of such business that does compete with the Company or its affiliates in the Business, and (z) serve on the board of any business entity that participates in the Business as an immaterial part of its overall business, provided that he recuses himself fully and completely from all matters relating to the Business; or

(b) personally solicit, or personally aid in the solicitation of, (whether directly or indirectly) any individual who is, at the time of such solicitation, employed as an employee of the Company (or who was so employed at any time within a period of six (6) months immediately prior to the date on which Executive solicited or aided in the solicitation of such individual) to cease such employment (provided, however, that this paragraph (b) shall not apply to Executive’s secretary); or

(c) personally solicit, or personally aid in the solicitation of, (whether directly or indirectly) any Person that Executive knows was (or has been informed by the Company that such person was) a customer or a prospective customer (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Executive’s employment terminated) of the Company at any time while Executive is employed by the Company for the purpose of (a) selling services or products to such Person in competition with the Company (and its affiliates) in the Business or (b) inducing such Person to cancel, transfer or cease doing Business in whole or in part with the Company or any of its affiliates; provided that the restrictions set forth in clauses (a), (b) and (c) of this Section 5.2 shall immediately expire in the event that the Company, or any of its affiliates, shall have materially breached, on or after the Termination Date, any of its material obligations to Executive under this Agreement or otherwise, which breach shall have continued uncured for twenty (20) days

after Executive has given written notice to the Company identifying the breach and requesting cure.

For purposes of this Agreement, the term “Business” means: the ownership or operation of cable television systems; the provision of direct television or of satellite-based, telephone-based, internet-based, or wireless systems for delivering television, music or other entertainment programming; the provisions of telephony services using cable connection; and the provision of data or internet service, and any other business of the Company and its subsidiaries and affiliates that, as of the time of Executive’s termination of employment, generates annual revenues in excess of \$100 million. If Executive violates any covenant contained in this Section 5.2, then the term of such covenant shall be extended by the period of time Executive was in violation of the same.

5.3 Provisions Pertaining to the Covenants. Executive recognizes that the existing business of the Company extends throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 5.2 shall extend to the entire United States and any other country or territory where the Company hereafter operates or conducts business. It is agreed that Executive’s services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of Executive’s breach of this Section 5.3, the Company shall be entitled to seek equitable relief by way of temporary or permanent injunction, temporary restraining order or similar relief.

5.4 Mutual Non-Disparagement. Executive agrees not to intentionally make, or intentionally cause any other Person to make, any public statement that is intended to criticize or disparage the Company, its affiliates, or any of their respective senior executive officers or directors. The Company agrees to use its best reasonable efforts to cause its senior executive officers and directors not to intentionally make, or intentionally cause any other Person to make, any public statement that is intended to criticize or disparage Executive. This Section 5.4 shall not be construed to prohibit any Person from responding publicly to incorrect public statements or from making truthful statements when required by law, subpoena, court order, or the like.

5.5 Severability; Waiver. If any provision of Section 4 or 5 of this Agreement is deemed to be unenforceable by a court or arbitrator (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the Parties instead agree that the court or arbitrator shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant the Company the maximum restriction on Executive’s activities permitted by applicable law in such circumstances. The Company’s failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non-existence of any other similar agreement for anyone else employed by the Company or by the Company’s failure to exercise any of its rights under any such agreement.

5.6 Notices. In order to preserve the Company’s rights under Sections 4 and 5, the Company and Executive are each authorized to advise any potential or future employer, any third party with whom Executive may become employed or enter into any business or contractual relationship with, and any third party whom Executive may contact for any such purpose, of the

existence of this Agreement and the terms of Sections 4 and 5, and the Company shall not be liable if it does so.

5.7 Injunctive Relief and Additional Remedies. The Parties acknowledges that any injury that would be suffered as a result of a material breach of the provisions of Sections 4 and 5 of this Agreement could be irreparable and that an award of monetary damages for such a material breach could be an inadequate remedy. Therefore, in the event of any actual or threatened breach by a Party of any of the provisions of Section 4 or 5 above, the other Party shall be entitled to seek, through arbitration in accordance with Section 9.5 or from any court with jurisdiction over the matter and the defendant(s), temporary, preliminary and permanent equitable/injunctive relief restraining the defendant(s) from violating such provision and to seek, in addition, but solely through arbitration in accordance with Section 9.5, money damages, together with any and all other remedies available under applicable law.

5.8 No Other Post-Employment Restrictions. There shall be no contractual, or similar, restrictions on Executive's post-employment activities other than as expressly set forth in this Agreement unless otherwise agreed in writing by the Parties in accordance with Section 9.3(b).

6. "Golden Parachute" Taxation. In the event that any payment or benefit made or provided to or for the benefit of Executive in connection with this Agreement, the Prior Employment Agreement, or his employment with the Company or the termination thereof (a "Payment") is determined to be subject to any excise tax ("Excise Tax") imposed by Section 4999 of the Internal Revenue Code (or any successor to such Section), the Company shall pay to Executive, prior to the time any Excise Tax is payable with respect to such Payment (through withholding or otherwise), an additional amount which, after the imposition of all income, employment, excise and other taxes, penalties and interest thereon, is equal to the sum of (i) the Excise Tax on such Payment plus (ii) any penalty and interest assessments associated with such Excise Tax. The amount and timing of any payment required by this Section 6 shall be determined in the first instance by a nationally-recognized independent auditor (the "Auditor") selected and paid by the Company (who may be the Company's usual auditor); provided, however, that in no event shall any such payment be paid to Executive later than the end of the calendar year next following the calendar year in which the related tax is paid by Executive. The Parties shall cooperate with each other in connection with any "Proceeding" or "Claim" (each as defined in Section 7.1 below) relating to the existence or amount of any liability for Excise Tax. All expenses relating to any such Proceeding or Claim (including attorneys' fees and other expenses incurred by Executive in connection therewith) shall be paid by the Company promptly upon demand by Executive, and (for avoidance of doubt) any such payment shall be subject to gross-up under this Section 6 in the event that Executive is subject to Excise Tax on it.

7. Indemnification.

7.1 If Executive is made a party, is threatened to be made a party, or reasonably anticipates being made a party, to any actual, threatened or reasonably anticipated action, suit or proceeding, whether civil, criminal, administrative, investigative, appellate, formal, informal, or other (a "Proceeding") by reason of the fact that he is or was a director, officer, member, employee, agent, manager, trustee, consultant or representative of the Company or any of its

subsidiaries or affiliates, or is or was serving at the request of the Company or any of its subsidiaries or affiliates or in connection with his service hereunder, as a director, officer, member, employee, agent, manager, trustee, fiduciary, consultant or representative of another Person, or if any claim, demand, request, investigation, dispute, controversy, threat, discovery request, or request for testimony or information (a "Claim") is made, is threatened to be made, or is reasonably anticipated to be made, that arises out of or relates to Executive's service in any of the foregoing capacities or his agreeing to become employed hereunder, then Executive shall promptly be indemnified and held harmless to the fullest extent permitted or authorized by the Certificate of Incorporation or Bylaws of the Company, or if greater, by applicable law, against any and all costs, expenses, liabilities and losses (including, without limitation, attorneys' and other professional fees and charges, judgments, interest, expenses of investigation, penalties, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by Executive in connection therewith or in connection with seeking to enforce his rights under this Section 7.1, and such indemnification shall continue as to Executive even if he has ceased to be a director, officer, member, employee, agent, manager, trustee, fiduciary, consultant or representative of the Company or other applicable entity and shall inure to the benefit of his heirs, executors and administrators. To the extent permitted by applicable law, Executive shall be entitled to prompt advancement of any and all costs and expenses (including attorneys' and other professional fees and charges) incurred by him in connection with any such Proceeding or Claim, or in connection with seeking to enforce his rights under this Section 7.1, any such advancement to be made within fifteen (15) days after Executive gives written notice, supported by reasonable documentation, requesting such advancement. Such notice shall include an undertaking by Executive to repay the amount advanced if he is ultimately determined not to be entitled to indemnification against such costs and expenses. Nothing in this Agreement shall operate to limit or extinguish any right to indemnification, advancement of expenses, or contribution that Executive would otherwise have (including by agreement or under applicable law).

7.2 Neither the failure of the Company (including its Board, independent legal counsel or stockholders) to have made a determination prior to the commencement of any Proceeding concerning payment of amounts claimed by Executive under Section 7.1 that indemnification of Executive is proper because he has met the applicable standard of conduct, nor a determination by the Company (including its Board, independent legal counsel or stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption that Executive has not met the applicable standard of conduct.

7.3 A directors' and officers' liability insurance policy (or policies) shall be kept in place, during the Term and thereafter until the sixth anniversary of the Termination Date, providing coverage to Executive that is no less favorable to him in any respect (including with respect to scope, exclusions, amounts, and deductibles) than the coverage then being provided to any other present or former senior executive or director of the Company.

8. Representations And Further Agreements.

8.1 Executive represents, warrants and covenants to the Company that:

(a) on or prior to the date hereof, Executive has informed the Company of any judgment, order, agreement or arrangement of which he is currently aware and which may affect his right to enter into this Agreement and to fully perform his duties hereunder;

(b) Executive is knowledgeable and sophisticated as to business matters, and that prior to assenting to the terms of this Agreement, or giving the representations and warranties herein, he has been given a reasonable time to review it and has consulted with counsel of his choice;

(c) in entering into this Agreement, Executive is not knowingly breaching or violating any provision of any law or regulation; and

(d) Executive has not knowingly provided to the Company, nor been requested by the Company to provide, any confidential or non-public document or information of a former employer that constitutes or contains any protected trade secret, and shall not knowingly use any protected trade secrets of any former employer in the course of his employment hereunder.

8.2 The Company represents and warrants that (a) it is fully authorized by action of the Board (and of any other Person or body whose action is required) to enter into this Agreement and to perform its obligations under it, (b) the execution, delivery and performance of this Agreement by it does not violate any applicable law, regulation, order, judgment or decree or any agreement, arrangement, plan or corporate governance document to which it is a party or by which it is bound and (c) upon the execution and delivery of this Agreement by the Parties, this Agreement shall be a valid and binding obligation of the Company, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

8.3 During the Term and thereafter Executive shall, upon reasonable request and subject to such reasonable condition as Executive may reasonably establish: (a) cooperate with the Company in connection with any matter that arose during Executive's employment and that relates to the business or operations of the Company or any of its parent or subsidiary corporations or affiliates, or of which Executive may have any knowledge or involvement; and (b) consult with and provide information to the Company and its representatives concerning such matters. Such cooperation shall be rendered at reasonable times and places and in a manner that does not unreasonably interfere with any other employment in which Executive may then be engaged. Nothing in this Agreement shall be construed or interpreted as requiring Executive to provide any testimony or affidavit that is not truthful.

9. General Provisions.

9.1 Binding Effect; Delegation of Duties Prohibited. No rights or obligations of the Company under this Agreement may be assigned or transferred by the Company except that such rights and obligations may be assigned or transferred pursuant to a merger or consolidation, or

the sale or liquidation of all or substantially all of the business and assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the business and assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. In the event of any merger, consolidation, other combination, sale of business and assets, or liquidation as described in the preceding sentence, the Company shall use its best reasonable efforts to cause such assignee or transferee to promptly and expressly assume the liabilities, obligations and duties of the Company hereunder. The duties and covenants of Executive under this Agreement, being personal, may not be assigned or delegated.

9.2 Notices. Any notice, consent, demand, request, or other communication given to a Person in connection with this Agreement shall be in writing and shall be deemed to have been duly given to such Person (x) when delivered personally to such Person or (y), provided that a written acknowledgment of receipt is obtained, five days after being sent by prepaid certified or registered mail, or two days after being sent by a nationally recognized overnight courier, to the address (if any) specified below for such Person (or to such other address as such Person shall have specified by ten days' advance notice given in accordance with this Section 9.2) or (z), in the case of the Company only, on the first business day after it is sent by facsimile to the facsimile number set forth below (or to such other facsimile number as shall have specified by ten days' advance notice given in accordance with this Section 9.2), with a confirmatory copy sent by certified or registered mail or by overnight courier in accordance with this Section 9.2.

If to the Company:

Charter Communications, Inc.
Charter Plaza
12405 Powerscourt Drive
St. Louis, MO 63131
Attn: Chairman of the Board; General Counsel

If to Executive:

The address of his principal residence as it appears in the Company's records, with a copy to him (during the Term) at his principal office

If to a successor or beneficiary of Executive:

The address most recently specified by Executive or his successor or beneficiary.

9.3 Miscellaneous.

(a) This Agreement contains the entire agreement between the Parties with respect to its specific subject matter and supersedes the Prior Employment Agreement in its entirety, as well as all prior oral and written communications, agreements and understandings between the Parties concerning the subject matter of the Prior Employment Agreement, except with respect to rights that had fully accrued under the Prior Employment Agreement as of the Effective Date.

(b) No provision in this Agreement may be amended unless such amendment is set forth in a writing that expressly refers to the provision of this Agreement that is being amended and that is signed by Executive and by an authorized (or apparently authorized) officer of the Company. No waiver by any Person of any breach of any condition or provision contained in this Agreement shall be deemed a waiver of any similar or dissimilar condition or provision at the same or any prior or subsequent time. To be effective, any waiver must be set forth in a writing signed by the waiving Person and must specifically refer to the condition(s) or provision(s) of this Agreement being waived.

(c) In the event of any inconsistency between any provision of this Agreement and any provision of any employee handbook, personnel manual, or other Company Arrangement, the provisions of this Agreement shall control to the extent more favorable to Executive, unless Executive otherwise agrees in a writing that expressly refers to the provision of this Agreement whose control he is waiving. Also for avoidance of doubt, Section 12.2 of the Company's 2001 Stock Incentive Plan as amended through August 23, 2005 (relating to Section 280G of the Internal Revenue Code) or comparable provision of any successor plan thereto shall not apply to Executive, and Section 6 of this Agreement shall instead apply.

(d) The headings of the Sections and sub-sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement. When used in this Agreement, the word "including" shall not be construed as limiting any preceding words or terms.

(e) Except as otherwise set forth in this Agreement, the respective rights and obligations of the Parties hereunder shall survive any termination of Executive's employment.

(f) To the extent that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall remain in full force and effect so as to achieve the intentions of the Parties, as set forth in this Agreement, to the maximum extent possible.

(g) This Agreement is deemed to be accepted and entered into in the State of Missouri and shall be governed by and construed and interpreted according to the internal laws of the State of Missouri without reference to conflicts of law principles (provided that, in the event of arbitration pursuant to Section 9.5, the arbitrators shall enforce this Agreement in accordance with its express terms). With respect to orders in aid or enforcement of arbitration awards and injunctive relief, venue and jurisdiction is proper in the St. Louis County Circuit Court and (if federal jurisdiction exists) the U.S. District Court for the Eastern District of Missouri, and Executive and the Company waive all objections to jurisdiction in any such forum and any defense or claim that either such forum is not a proper forum, is not the most convenient forum, or is an inconvenient forum.

(h) To the extent that any "additional tax" under Section 409A of the Internal Revenue Code on any amount or benefit provided under this Agreement or any other Company Arrangement would be avoided by delaying payment for six (6) months after the termination of Executive's employment with the Company (the "Delay Period"), such payment

or benefit shall be so delayed. Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 9.3(h) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid, provided, or reimbursed to Executive in a lump sum without interest (unless otherwise provided in the applicable Company Arrangement), and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. In the event that Executive otherwise becomes subject to any tax, interest, or penalty under Section 409A of the Internal Revenue Code or any successor to such Section (collectively, a "409A Excise Tax") in connection with any payment or benefit under this Agreement or any other Company Arrangement (a "Deferred Compensation Payment"), then Executive shall be entitled to receive an additional payment (a "409A Gross-Up Payment") prior to the date on which such 409A Excise Tax is due to be paid (through withholding or otherwise) in an amount such that after payment by Executive of all income, excise, employment and other taxes incurred in connection with such Deferred Compensation Payment (and any interest or penalties imposed with respect to such taxes), Executive retains an amount of the 409A Gross-Up Payment equal to the 409A Excise Tax incurred in connection with such Deferred Compensation Payment. If requested by Executive, all relevant determinations shall be made in the first instance by a nationally-recognized independent accounting firm retained by the Company, with all fees and expenses to be paid by the Company. In no event shall any 409A Gross-Up Payment be paid to Executive later than the end of the calendar year next following the calendar year in which the related taxes are paid by Executive.

(i) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A of the Code, all such payments shall be made on or before the last day of calendar year following the calendar year in which the expense occurred.

9.4 Beneficiaries/References. Executive shall be entitled, to the extent permitted under applicable law and applicable Company Arrangements, to select and change a beneficiary or beneficiaries to receive any compensation or benefit hereunder following Executive's death by giving written notice thereof. In the event of Executive's death or a judicial determination of his incompetence, references in this Agreement to Executive shall be deemed, where appropriate, to refer to his beneficiary, estate or other legal representative.

9.5 Arbitration. Any Claim arising out of or relating to this Agreement, any other agreement between the Parties, Executive's employment with the Company, or any termination thereof (collectively, "Covered Claims") shall (except to the extent otherwise provided in Section 5.7 with respect to certain requests for injunctive relief) be resolved by binding confidential arbitration, to be held in St. Louis, Missouri, before a panel or three arbitrators in accordance with the National Rules for Resolution of Employment Disputes of the American Arbitration Association and this Section 9.5. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Pending the resolution of any Covered Claim, Executive (and his beneficiaries) shall continue to receive all payments and benefits due under this Agreement or otherwise, except to the extent that the arbitrators otherwise provide. In the event of any such proceeding, the losing party (as determined by the arbitrators) shall reimburse the prevailing party upon entry of a final award resolving the subject of the dispute for all reasonable legal expenses incurred.


9.6 Withholding Taxes. The Company may withhold from any amounts payable under this Agreement (or otherwise) any Federal, state, local or other taxes that it is required to withhold pursuant to any applicable law or regulation.

9.7 Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. This Agreement may be executed by facsimile signatures.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of September 26, 2008.

CHARTER COMMUNICATIONS, INC.

By: 
Name: Lyne Ramsey
Title: Senior Vice President, Human Resources

Executive

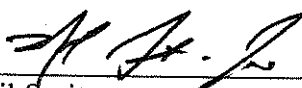

Neil Smit

EXHIBIT A

For purposes of Section 2.5(b)(ii)(D) of the Agreement, the following definitions shall apply:

(1) “Adjusted EBITDA” means, for any period, income from operations before depreciation and amortization, impairment charges, stock compensation expense, and other operating (income) expenses, such as special charges and (gain) loss on sale or retirement of assets all as in the consolidated statements of operations of the Company.

(2) “Leverage Ratio” means, as to the Company and as of June 30, 2010, the ratio of:

(a) the Consolidated Indebtedness of the Company on such date to

(b) the aggregate amount of Adjusted EBITDA for the Company for the fiscal quarter ending on or closest to June 30, 2010, multiplied by four.

(3) “Consolidated Indebtedness” means, with respect to the Company as of June 30, 2010, the sum, without duplication, of:

(a) the total amount of outstanding Indebtedness of the Company and its subsidiaries, plus

(b) the total amount of Indebtedness of any other person that has been guaranteed by the Company or one or more of its subsidiaries, plus

(c) the aggregate liquidation value of all Disqualified Stock of the Company and all preferred stock of the Company’s subsidiaries, in each case, determined on a consolidated basis in accordance with GAAP.

(4) “Indebtedness” means, with respect to any specified person, any indebtedness of such person, whether or not contingent:

(a) in respect of borrowed money;

(b) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);

(c) in respect of banker’s acceptances;

(d) representing capital lease obligations;

(e) in respect of the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable; or

(f) representing the notional amount of any hedging obligations designed to protect the Company or one or more of its subsidiaries against fluctuations in interest and currency exchange rates,

if and to the extent any of the preceding items (other than letters of credit and such hedging obligations) would appear as a liability upon a balance sheet of the specified person prepared in accordance with GAAP. In addition, the term “Indebtedness” includes all Indebtedness of others secured by a lien on any asset of the specified person (whether or not such Indebtedness is assumed by the specified person) and, to the extent not otherwise included, the guarantee by such specified person of any indebtedness of any other person.

The amount of any Indebtedness outstanding as of any date shall be:

(i) the accreted value thereof, in the case of any Indebtedness issued with original issue discount; and

(ii) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

(5) “Disqualified Stock” means any equity security issued or issuable by the Company or one of its subsidiaries that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the date on which any promissory notes issued by the Company or one of its subsidiaries mature. Notwithstanding the preceding sentence, any equity security that would constitute Disqualified Stock solely because the holders thereof have the right to require the Company to repurchase such equity security upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock.

(6) “GAAP” means generally accepted accounting principles, as established by the Financial Accounting Standards Board.

EXHIBIT B

MUTUAL RELEASE

This Mutual Release of Claims (this "Release") is made as of the "Termination Date" (as defined in that certain Employment Agreement, effective as of July 1, 2008, to which Executive and the Company are parties, as such agreement is from time to time amended in accordance with its terms (the "Employment Agreement")), by and between **CHARTER COMMUNICATIONS, INC.**, a Delaware corporation (together with its successors and assigns, the "Company"), and Neil Smit, an individual ("Executive").

1. Release of Claims by Executive.

(a) Pursuant to Section 3.3(d) of the Employment Agreement, Executive, with the intention of binding himself and his heirs, executors, administrators and assigns (collectively, and together with Executive, the "Executive Releasers"), hereby releases, remises, acquits and forever discharges the Company and each of its subsidiaries and affiliates (the "Company Affiliated Group"), and their past and present directors, employees, agents, attorneys, accountants, representatives, plan fiduciaries, and the successors, predecessors and assigns of each of the foregoing (collectively, and together with the members of the Company Affiliated Group, the "Company Released Parties"), of and from (and agrees to promptly and fully indemnify each Company Released Party against) any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys' fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known or unknown, suspected or unsuspected, that arise out of, or relate in any way to, Executive's employment with the Company or the termination thereof (collectively, "Released Claims") and that Executive, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, against any Company Released Party in any capacity, including any and all Released Claims (i) arising out of or in any way connected with Executive's service to any member of the Company Affiliated Group (or the predecessors thereof) in any capacity (including as an employee, officer or director), or the termination of such service in any such capacity, (ii) for severance or vacation benefits, unpaid wages, salary or incentive payments, (iii) for breach of contract, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm or other tort, (iv) for any violation of applicable state and local labor and employment laws (including all laws concerning unlawful and unfair labor and employment practices) and (v) for employment discrimination under any applicable federal, state or local statute, provision, order or regulation, and including, without limitation, any claim under Title VII of the Civil Rights Act of 1964 ("Title VII"), the Age Discrimination in Employment Act ("ADEA") and any similar or analogous state statute, excepting only that no claim in respect of any of the following rights shall constitute a Released Claim:

(1) any right arising under, or preserved by, this Release or Section 3, 4, 5, 6, 7, 8.3 or 9 of the Employment Agreement;

(2) for avoidance of doubt, any right to indemnification under (i) applicable corporate law, (ii) the Employment Agreement, (iii) the by-laws or certificate of incorporation of any Company Released Party, (iv) any other agreement between Executive and a Company Released Party or (v) as an insured under any director's and officer's liability insurance policy now or previously in force;

(3) for avoidance of doubt, any claim for benefits under any health, disability, retirement, life insurance or similar employee benefit plan of the Company Affiliated Group (the "Company Benefit Plans"); or

(4) any right arising by reason of any Company Released Party having committed a crime or an act or omission to act which constitutes fraud, willful misconduct or gross negligence.

(b) No Executive Releasor shall file or cause to be filed any action, suit, claim, charge or proceeding with any governmental agency, court or tribunal relating to any Released Claim within the scope of this Section 1.

(c) In the event any action, suit, claim, charge or proceeding within the scope of this Section 1 is brought by any government agency, putative class representative or other third party to vindicate any alleged rights of Executive, (i) Executive shall, except to the extent required or compelled by law, legal process or subpoena, refrain from participating, testifying or producing documents therein, and (ii) all damages, inclusive of attorneys' fees, if any, required to be paid to Executive by the Company as a consequence of such action, suit, claim, charge or proceeding shall be repaid to the Company by Executive within ten (10) days of his receipt thereof.

(d) Certain amounts and other benefits set forth in Section 3.3 of the Employment Agreement, to which Executive would not otherwise be entitled, are being paid to Executive in return for this Release and Executive's agreements and covenants contained in the Employment Agreement. Executive acknowledges and agrees that the release of claims set forth in this Section 1 is not to be construed in any way as an admission of any liability whatsoever by any Company Released Party, any such liability being expressly denied.

(e) The release of claims set forth in this Section 1 applies to any relief in respect of any Released Claim of any kind, no matter how called, including wages, back pay, front pay, compensatory damages, liquidated damages, punitive damages, damages for pain or suffering, costs, and attorney's fees and expenses. Executive specifically acknowledges that his acceptance of the terms of the release of claims set forth in this Section 1 is, among other things, a specific waiver of his rights, claims and causes of action under Title VII, ADEA and any state or local law or regulation in respect of discrimination of any kind; provided, however, that nothing herein shall be deemed, nor does anything contained herein purport, to be a waiver of any right or claim or cause of action which by law Executive is not permitted to waive.

2. Voluntary Execution of Agreement.

BY HIS SIGNATURE BELOW, EXECUTIVE ACKNOWLEDGES THAT:

(a) HE HAS RECEIVED A COPY OF THIS RELEASE AND WAS OFFERED A PERIOD OF TWENTY-ONE (21) DAYS TO REVIEW AND CONSIDER IT;

(b) IF HE SIGNS THIS RELEASE PRIOR TO THE EXPIRATION OF TWENTY-ONE (21) DAYS, HE KNOWINGLY AND VOLUNTARILY WAIVES AND GIVES UP THIS RIGHT OF REVIEW;

(c) HE HAS THE RIGHT TO REVOKE THIS RELEASE FOR A PERIOD OF SEVEN DAYS AFTER HE SIGNS IT BY MAILING OR DELIVERING A WRITTEN NOTICE OF REVOCATION TO THE COMPANY NO LATER THAN THE CLOSE OF BUSINESS ON THE SEVENTH DAY AFTER THE DAY ON WHICH HE SIGNED THIS RELEASE;

(d) THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE FOREGOING SEVEN-DAY REVOCATION PERIOD HAS EXPIRED WITHOUT THE RELEASE HAVING BEEN REVOKED;

(e) THIS RELEASE WILL, EXCEPT AS OTHERWISE PROVIDED IN 3.3(d) OF THE EMPLOYMENT AGREEMENT, BE FINAL AND BINDING AFTER THE EXPIRATION OF THE FOREGOING REVOCATION PERIOD REFERRED TO IN SECTION 2(c), AND FOLLOWING SUCH REVOCATION PERIOD EXECUTIVE AGREES NOT TO CHALLENGE ITS ENFORCEABILITY;

(f) HE IS AWARE OF HIS RIGHT TO CONSULT AN ATTORNEY, HAS BEEN ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY, AND HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY, IF DESIRED, PRIOR TO SIGNING THIS RELEASE;

(g) NO PROMISE OR INDUCEMENT FOR THIS RELEASE HAS BEEN MADE EXCEPT AS SET FORTH IN THE EMPLOYMENT AGREEMENT AND THIS RELEASE;

(h) HE HAS CAREFULLY READ THIS RELEASE, ACKNOWLEDGES THAT HE HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS DOCUMENT OR THE EMPLOYMENT AGREEMENT, AND WARRANTS AND REPRESENTS THAT HE IS SIGNING THIS RELEASE KNOWINGLY AND VOLUNTARILY.

3. Release of Claims by the Company.

(a) Pursuant to Section 3.3(d) of the Employment Agreement, the Company, with the intention of binding itself and each of the other Company Released Parties, hereby releases, remises, acquits and forever discharges each Executive Releasor of and from (and agrees to promptly and fully indemnify each Executive Releasor against) any and all Released Claims which any Company Released Party, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, against any Executive Releasor, excepting only that no claim in respect of any of the following rights shall constitute a Released Claim:

(1) any right of any Company Released Party arising under, in or preserved by, this Release, Section 3, 4, 5, 6, 7, 8.3 or 9 of the Employment Agreement, or any Company Benefit Plan; and

(2) any right of any Company Released Party arising by reason of Executive having committed a crime or an act or omission to act which constitutes fraud, willful misconduct or gross negligence.

(b) No Company Released Party shall file or cause to be filed any action, suit, claim, charge or proceeding with any governmental agency, court or tribunal relating to any Released Claim within the scope of this Section 3.

(c) The Company acknowledges and agrees that the release of claims set forth in this Section 3 is not to be construed in any way as an admission of any liability whatsoever by any Executive Releasor, any such liability being expressly denied.

(d) The release of claims set forth in this Section 3 applies to any relief with respect to any Released Claim no matter how called, including compensatory damages, liquidated damages, punitive damages, damages for pain or suffering, costs, and attorney's fees and expenses.

(e) Nothing herein shall be deemed, nor does anything contained herein purport, to be a waiver of any right or claim or cause of action which by law any Company Released Party is not permitted to waive.

4. Miscellaneous.

The provisions of Sections 8.1(b), 8.1(c), 8.2, 9.1, 9.2, 9.3(b), 9.3(d), 9.3(f), 9.3(g), 9.4 (second sentence only), 9.5 and 9.7 of the Employment Agreement (relating, respectively, to representations, successors, notices, amendments/waivers, headings, severability, choice of law, references, arbitration and counterparts/faxed signatures), shall apply to this Release as if set forth in full herein, with references in such Sections to "this Agreement" being deemed, as appropriate, to be references to this Release. For avoidance of doubt, this Section 4 has been included in this Release solely for the purpose of avoiding the need to repeat herein the full text of the referenced provisions of the Employment Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Company and Executive have acknowledged, executed and delivered this Release as of the Termination Date.

Executive

Neil Smit 9/26/08

Neil Smit

CHARTER COMMUNICATIONS, INC.

By: Lynne Rasmussen
Name: Lynne Rasmussen
Title: SVP, Human Resources

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "**Agreement**"), dated and effective the 1st day of July, 2008 (the "**Effective Date**") is made by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "**Company**"), and Eloise E. Schmitz, an adult resident of the state of Missouri (the "**Executive**").

RECITALS:

WHEREAS, the Executive and the Company have previously entered into that certain Amended and Restated Employment Agreement dated August 1, 2007, amended as of April 7, 2008 (the "**Old Employment Agreement**"), and the parties desire to amend and restate in its entirety the Old Employment Agreement;

WHEREAS, it is the desire of the Company to assure itself of the services of Executive by engaging Executive as its Executive Vice President and Chief Financial Officer and the Executive desires to serve the Company on the terms herein provided;

WHEREAS, in connection with the entry into the Agreement, the Executive will be granted performance units and restricted shares of Class A Common Stock pursuant to the Company's 2001 Stock Incentive Plan, as amended as of the date hereof;

WHEREAS, Executive's agreement to the terms and conditions of Sections 17 and 19 are a material and essential condition of Executive's employment with the Company hereafter under the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. **Certain Definitions.**

- (a) "Allen" shall mean Paul G. Allen (and his heirs or beneficiaries under his will(s), trusts or other instruments of testamentary disposition), and any entity or group over which Paul G. Allen has Control and that constitutes a Person as defined herein. For the purposes of this definition, "**Control**" means the power to direct the management and policies of an entity or to appoint or elect a majority of its governing board.
- (b) "Annual Base Salary" shall have the meaning set forth in Section 5.
- (c) "Board" shall mean the Board of Directors of the Company.
- (d) "Bonus" shall have the meaning set forth in Section 6.
- (e) The Company shall have "Cause" to terminate Executive's employment hereunder upon Executive's:

(i) Executive's breach of a material obligation (which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach) or representation under this Agreement or breach of any fiduciary duty to the Company which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach; or any act of fraud or knowing material misrepresentation or concealment upon, to or from the Company or the Board;

(ii) Executive's failure to adhere in any material respect to (i) the Company's Code of Conduct in effect from time to time and applicable to officers and/or employees generally, or (ii) any written Company policy, if such policy is material to the effective performance by Executive of the Executive's duties under this Agreement, and if Executive has been given a reasonable opportunity to cure this failure to comply within a period of time which is reasonable under the circumstances but not more than the thirty (30) day period after written notice of such failure is provided to Executive; *provided that* if Executive cures this failure to comply with such a policy and then fails again to comply with the same policy, no further opportunity to cure that failure shall be required;

(iii) Executive's misappropriation (or attempted misappropriation) of a material amount of the Company's funds or property;

(iv) Executive's conviction of, the entering of a guilty plea or plea of *nolo contendere* or no contest (or the equivalent), or entering into any pretrial diversion program or agreement or suspended imposition of sentence, with respect to either a felony or a crime that adversely affects or could reasonably be expected to adversely affect the Company or its business reputation; or the institution of criminal charges against Executive, which are not dismissed within sixty (60) days after institution, for fraud, embezzlement, any felony offense involving dishonesty or constituting a breach of trust or moral turpitude;

(v) Executive's admission of liability of, or finding of liability, for a knowing and deliberate violation of any "Securities Laws." As used herein, the term "Securities Laws" means any federal or state law, rule or regulation governing generally the issuance or exchange of securities, including without limitation the Securities Act of 1933, the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder;

(vi) conduct by Executive in connection with Executive's employment that constitutes gross neglect of any material duty or responsibility, willful misconduct, or recklessness which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach;

(vii) Executive's illegal possession or use of any controlled substance, or excessive use of alcohol at a work function, in connection with Executive's duties, or on Company premises; "excessive" meaning either repeated unprofessional use or any single event of consumption giving rise to significant intoxication or unprofessional behavior;

(viii) willful or grossly negligent commission of any other act or failure to act in connection with the Executive's duties as an executive of the Company which causes

or reasonably may be expected (as of the time of such occurrence) to cause substantial economic injury to or substantial injury to the business reputation of the Company or any subsidiary or affiliate of the Company, including, without limitation, any material violation of the Foreign Corrupt Practices Act, as described herein below.

If Executive commits or is charged with committing any offense of the character or type specified in subparagraphs 1(e)(iv), (v) or (viii) above, then the Company at its option may suspend the Executive with or without pay. If the Executive subsequently is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any such offense (or any matter that gave rise to the suspension), the Executive shall immediately repay any compensation paid in cash hereunder from the date of the suspension. Notwithstanding anything to the contrary in any stock option or equity incentive plan or award agreement, all vesting and all lapsing of restrictions on restricted shares shall be tolled during the period of suspension and all unvested options and restricted shares for which the restrictions have not lapsed shall terminate and not be exercisable by or issued to Executive if during or after such suspension the Executive is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any offense specified in subparagraphs 1(e)(iv), (v) or (viii) above or any matter that gave rise to the suspension.

(f) “Change of Control” shall be deemed to have occurred if:

(i) any Person is or becomes a “beneficial owner” (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act), directly or indirectly, of securities representing the Applicable Percentage (as defined below) or more of the total voting power of all of the Company’s then outstanding voting securities. For purposes of this Section 1(f), the term “Person” shall not include: (A) the Company or any of its subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries, or (C) an underwriter temporarily holding securities pursuant to an offering of said securities, or (D) Allen. For purposes of this Agreement, in the case of a recapitalization or other exchange involving the exchange of Company voting stock for the Company's debt, the group of debtholders that acquires such Company voting stock as the result of such recapitalization or exchange shall not be treated as a single Person solely by reason of such recapitalization or exchange; or

(ii) the occurrence of a merger, consolidation or sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), in each case, unless following such Business Combination: (A) all or substantially all of the individuals and entities who were the “beneficial owners” (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of the outstanding voting securities of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, securities representing more than fifty percent (50%) of the total voting power of the then outstanding voting securities of the entity resulting from such Business Combination (or such assets as the case may be) or the parent of such entity in substantially the same proportionate ownership as in effect immediately prior to the Business Combination (the “Resulting Entity”); and (B) a majority of the members of the board of

directors or other governing body of the Resulting Entity were members of the Board at the time of the execution of the initial agreement, or at the time of the action of the Board, providing for such Business Combination; or

(iii) the consummation of a plan of complete liquidation or dissolution of the Company; or

(iv) if and when Allen shall no longer have the power to appoint a majority of the Board, during any period of two (2) consecutive calendar years, individuals who either (A) at the beginning of such period are members of the Board ("Incumbent Directors"), or (B) whose election to the Board during such period is approved by a vote of the majority of those members of the Board who are Incumbent Directors at the time of such approval, whereupon such individual so approved shall be treated as an Incumbent Director with respect to future approvals, cease for any reason to constitute a majority of the Board.

Notwithstanding the foregoing subsections 1(f)(i) through (iii), a Change of Control shall not include any transaction or series of transactions, including any transactions described above if, following such transaction or transactions, (x) Allen has the largest percentage ownership of the voting securities in the Company or any successor or surviving corporation held by any Person (other than any Person that includes Allen), provided such percentage ownership is more than twenty-five percent or (y) Allen has the power to appoint a majority of the members of the Board of Directors.

For purposes of this definition, (A) at all times that Allen is or are the "beneficial owner(s)" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of securities representing in the aggregate at least fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means fifty percent (50%); and (B) at all times that Allen is or are the beneficial owner(s) of securities representing in the aggregate less than fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means any percentage that is more than the greater of (1) the percentage of the total voting power of all of the Company's then outstanding voting securities represented by securities beneficially owned by Allen or (2) twenty-five percent (25%).

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) "Committee" shall mean either the Compensation and Benefits Committee of the Board, or a Subcommittee of such Committee duly appointed by the Board or the Committee.

(i) "Company" shall have the meaning set forth in the preamble hereto.

(j) "Company Stock" shall mean the \$.10 par value common stock of the Company.

(k) “Date of Termination” shall mean (i) if Executive’s employment is terminated by Executive’s death, the date of Executive’s death and (ii) if Executive’s employment is terminated pursuant to Section 14(a)(ii) – (vi), the date of termination of employment, as defined in 409(A) regulations under the Code.

(l) For purposes of this Agreement, Executive will be deemed to have a “Disability” if, due to illness, injury or a physical or medically recognized mental condition, (a) Executive is unable to perform Executive’s duties under this Agreement with reasonable accommodation for 120 consecutive days, or 180 days during any twelve month period, as determined in accordance with this Section, or (b) Executive is considered disabled for purposes of receiving / qualifying for long term disability benefits under any group long term disability insurance plan or policy offered by Company in which Executive participates. The Disability of Executive will be determined by a medical doctor selected by written agreement of Company and Executive upon the request of either party by notice to the other, or (in the case of and with respect to any applicable long term disability insurance policy or plan) will be determined according to the terms of the applicable long term disability insurance policy / plan. If Company and Executive cannot agree on the selection of a medical doctor, each of them will select a medical doctor and the two medical doctors will select a third medical doctor who will determine whether Executive has a Disability. The determination of the medical doctor selected under this Section will be binding on both parties. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this Section, and to other specialists designated by such medical doctor, and Executive hereby authorizes the disclosure and release to Company of such determination and all supporting medical records. If Executive is not legally competent, Executive’s legal guardian or duly authorized attorney-in-fact will act in Executive’s stead under this Section for the purposes of submitting Executive to the examinations, and providing the authorization of disclosure, required under this Section.

(m) “Executive” shall have the meaning set forth in the preamble hereto.

(n) “Good Reason” shall mean any of the events described herein that occur without Executive's prior written consent: (i) any reduction in Executive’s Annual Base Salary, Target Bonus Percentage, or title except as permitted hereunder, (ii) any failure to pay Executive's compensation hereunder when due; (iii) any material breach by the Company of a term hereof; (iv) relocation of Executive’s primary workplace to a location that is more than fifty (50) miles from the office where Executive is then assigned to work as Executive’s principal office; (v) a transfer or reassignment to another executive of material responsibilities that have been assigned to Executive (and were not identified by the Company to be assigned only on an interim basis at the time of assignment or thereafter) and generally are part of the responsibilities and functions assigned to a Chief Financial Officer of a public corporation or (vi) any change in reporting structure such that Executive no longer reports directly to the Chief Executive Officer (or equivalent position, if there is no Chief Executive Officer) (in each case “(i)” through “(vi)” only if Executive objects in writing within 30 days after being informed of such events and unless Company retracts and/or rectifies the claimed Good Reason within 30 days following Company’s receipt of timely written objection from Executive); (vii) if within six months after a Change of Control, Executive has not received an offer from the surviving company to continue in his or her position immediately prior to such Change of Control under at least the same terms and conditions

(except that the value of equity-based compensation after such Change of Control need only be commensurate with the value of equity-based compensation given to executives with equivalent positions in the surviving company, if any) as set herein; (viii) the Company's decision not to renew this Agreement at the end of its term, or (ix) the failure of a successor to the business of the Company to assume the Company's obligations under this Agreement in the event of a Change of Control during its term.

(o) "Notice of Termination" shall have the meaning set forth in Section 14(b).

(p) "Options" shall have the meaning set forth in Section 7

(q) "Performance Unit" and "Performance Shares" shall have the meaning set forth in Section 9 hereof.

(r) "Person" shall have the meaning set forth in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934.

(s) "Plan" shall mean the 2001 Stock Incentive Plan as amended by the Company from time to time.

(s) "Restricted Shares" shall have the meaning set forth in Section 8.

(t) "Term" shall have the meaning set forth in Section 2.

(u) "Voluntary" and "Voluntarily" in connection with Executive's termination of employment shall mean a termination of employment resulting from the initiative of the Executive, excluding a termination of employment attributable to Executive's death or Disability. A resignation by Executive that is in response to a communicated intent by the Company to discharge Executive other than for Cause is not considered to be "Voluntary" and shall be considered to be a termination by the Company for the purposes of this Agreement.

2. **Employment Term.** The Company hereby employs the Executive, and the Executive hereby accepts his employment, under the terms and conditions hereof, for the period (the "**Term**") beginning on the Effective Date hereof and terminating upon the earlier of (i) July 31, 2010 (the "**Initial Term**") and (ii) the Date of Termination as defined in Section 1(k), and, if not terminated earlier, will be automatically renewed at the end of its Initial Term and on each anniversary thereafter for a period of one (1) year unless either party shall give written notice of cancellation to the other party not later than ninety (90) days prior to the end of the Initial Term or anniversaries thereof.

3. **Position and Duties.** Executive shall serve as Executive Vice President and Chief Financial Officer reporting to the Chief Executive Officer, with such responsibilities, duties and authority as are customary for such role, including, but not limited to, overall management responsibility for the financial planning, reporting and strategic planning for the Company and management of all personnel reporting to the Chief Financial Officer. Executive shall devote all necessary business time and attention, and employ Executive's reasonable best efforts, toward the

fulfillment and execution of all assigned duties, and the satisfaction of defined annual and/or longer-term performance criteria.

4. **Place of Performance.** In connection with Executive's employment during the Term, Executive's initial primary workplace shall be the Company's offices in or near St. Louis, MO except for necessary travel on the Company's business.

5. **Annual Base Salary.** During the Term, Executive shall receive a base salary at a rate not less than \$525,000.00 per annum (the "Annual Base Salary"), less standard deductions, paid in accordance with the Company's general payroll practices for executives, but no less frequently than monthly. The Annual Base Salary shall compensate Executive for any official position or directorship of a subsidiary or affiliate that Executive is asked to hold in the Company or its subsidiaries or affiliates as a part of Executive's employment responsibilities. No less frequently than annually during the Term, the Committee, on advice of the Company's Chief Executive Officer, shall review the rate of Annual Base Salary payable to Executive, and may, in its discretion, increase the rate of Annual Base Salary payable hereunder; *provided, however*, that any increased rate shall thereafter be the rate of "Annual Base Salary" hereunder.

6. **Bonus.** Except as otherwise provided for herein, for each fiscal year or other period consistent with the Company's then-applicable normal employment practices during which Executive is employed hereunder on the last day (the "Bonus Year"), Executive shall be eligible to receive a bonus (i) for 2008, in an amount up to 50% of Executive's Annual Base Salary for the period prior to that in which she served as Interim Chief Financial Officer, and up to 75% of Executive's Annual Base Salary for the period that Executive served as Interim Chief Financial Officer through December 31, 2008, and (ii) in an amount up to 75% of Executive's Annual Base Salary for fiscal years thereafter, (the "Bonus" and bonuses at such percentage of Annual Base Salary being the "Target Bonus") pursuant to, and as set forth in, the terms of the Executive Bonus Plan as such Plan may be amended from time to time, plus such other bonus payments, if any, as shall be determined by the Committee in its sole discretion, with such Bonus being paid on or before February 28 of the year next following the Bonus Year, or as soon as is administratively practicable thereafter (e.g., after the public disclosure of the Company's financial results for the prior year on SEC Form 10-K or on such replacement form as the SEC shall determine, for those years as the Company's securities are traded publicly, and the Company's annual financial results are reported to the shareholders, for those (if any) years as the Company's securities are not traded publicly).

7. **Stock Options.** The Company has previously granted to Executive options to purchase shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive additional options to purchase shares of Company Stock (all of such options, collectively, the "Options") pursuant to the terms of the Plan, any successor plan and an associated Stock Option Agreement.

8. **Restricted Shares.** The Company has previously granted to Executive Restricted Shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive Restricted Shares (collectively, the "Restricted Shares"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Restricted Shares Grant Letter.

9. **Performance Share Units.** The Company has previously granted to Executive Performance Share Units of which some have been converted into Performance Shares (which are not aggregated in the forgoing description of Restricted Shares) as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive further Performance Share Units (collectively, the "Performance Units"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Performance Unit Grant Letter.

9A. **Performance Cash.** The Company has previously granted to Executive a Performance Cash award as set forth in Exhibit A hereto pursuant to the 2008 Incentive Program, as defined therein, which shall be subject to the restrictions and conditions as set forth in the 2008 Incentive Program and an associated Performance Cash Grant Letter.

10. **Executive Cash Award Plan.** Executive currently is a participant in the Company's 2005 Executive Cash Award Plan with a Plan Award (as defined in such Plan) as set forth in Exhibit B and shall remain a participant in such Plan under the terms therefore for the term of this Agreement.

11. **Benefits.** Executive shall be entitled to receive such benefits and to participate in such employee group benefit plans, including life, health and disability insurance policies, and financial planning services, and other perquisites and plans as are generally provided by the Company to its senior executives of comparable level and responsibility in accordance with the plans, practices and programs of the Company, as amended from time to time.

12. **Expenses.** The Company shall reimburse Executive for all reasonable and necessary expenses incurred by Executive in connection with the performance of Executive's duties as an employee of the Company in accordance with the Company's generally applicable policies and procedures. Such reimbursement is subject to the submission to the Company by Executive of appropriate documentation and/or vouchers in accordance with the customary procedures of the Company for expense reimbursement, as such procedures may be revised by the Company from time to time hereafter.

13. **Vacations.** Executive shall be entitled to paid vacation in accordance with the Company's vacation policy as in effect from time to time *provided that*, in no event shall Executive be entitled to less than three (3) weeks vacation per calendar year. Executive shall also be entitled to paid holidays and personal days in accordance with the Company's practice with respect to same as in effect from time to time.

14. **Termination.**

(a) Executive's employment hereunder may be terminated by the Company, on the one hand, or Executive, on the other hand, as applicable, without any breach of this Agreement, under the following circumstances:

(i) **Death.** Executive's employment hereunder shall automatically terminate upon Executive's death.

(ii) Disability. If Executive has incurred a Disability, the Company may give Executive written notice of its intention to terminate Executive's employment. In such event, Executive's employment with the Company shall terminate effective on the 14th day after delivery of such notice to Executive, *provided that* within the 14 days after such delivery, Executive shall not have returned to full-time performance of Executive's duties. Executive may provide notice to the Company of Executive's resignation on account of a bona fide Disability at any time.

(iii) Cause. The Company may terminate Executive's employment hereunder for Cause effectively immediately upon delivery of notice to Executive, taking into account any procedural requirements set forth under Section 1(e) above.

(iv) Good Reason. Executive may terminate Executive's employment herein for Good Reason upon (i) satisfaction of any advance notice and other procedural requirements set forth under Section 1(n) above for any termination pursuant to Section 1(n)(i) through (vi) or (ii) at least 30 days' advance written notice by the Executive for any termination pursuant to Section 1(n)(vii) through (ix).

(v) Without Cause. The Company may terminate Executive's employment hereunder without Cause upon at least 30 days' advance written notice to the Executive.

(vi) Resignation Without Good Reason. Executive may resign Executive's employment without Good Reason upon at least fourteen (14) days' written notice to the Company.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 14 (other than pursuant to Sections 14(a)(i)) shall be communicated by a written notice (the "Notice of Termination") to the other party hereto, indicating the specific termination provision in this Agreement relied upon, setting forth in reasonable detail any facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and specifying a Date of Termination which notice shall be delivered within the applicable time periods set forth in subsections 14(a)(ii)-(vi) above (the "Notice Period"); *provided that* the Company may pay to Executive all Annual Base Salary, benefits and other rights due to Executive during such Notice Period instead of employing Executive during such Notice Period.

(c) Resignation from Representational Capacities. Executive hereby acknowledges and agrees that upon Executive's termination of employment with the Company for whatever reason, she shall be deemed to have, and shall have in fact, effectively resigned from all executive, director or other positions with the Company or its affiliates at the time of such termination of employment, and shall return all property owned by the Company and in Executive's possession, including all hardware, files and documents, at that time.

(d) Termination in Connection with Change in Control. If Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion,

such termination shall be deemed to have occurred immediately before such Change in Control for purposes of this Agreement and the Plan.

15. **Termination Pay**

(a) Effective upon the termination of Executive's employment, Company will be obligated to pay Executive (or, in the event of Executive's death, the Executive's designated beneficiary as defined below) only such compensation as is provided in this Section 15, except to the extent otherwise provided for in any Company stock incentive, stock option or cash award plan (including, among others, the Plan), approved by the Board. For purposes of this Section 15, Executive's designated beneficiary will be such individual beneficiary or trust, located at such address, as Executive may designate by notice to Company from time to time or, if Executive fails to give notice to Company of such a beneficiary, Executive's estate. Notwithstanding the preceding sentence, Company will have no duty, in any circumstances, to attempt to open an estate on behalf of Executive, to determine whether any beneficiary designated by Executive is alive or to ascertain the address of any such beneficiary, to determine the existence of any trust, to determine whether any person purporting to act as Executive's personal representative (or the trustee of a trust established by Executive) is duly authorized to act in that capacity, or to locate or attempt to locate any beneficiary, personal representative, or trustee.

(b) Termination by Executive for Good Reason or by Company without Cause. If prior to expiration of the Term, Executive terminates his or her employment for Good Reason, or if the Company terminates Executive's employment other than for Cause or Executive's death or Disability, Executive will be entitled to receive, subject to the conditions of this Agreement, the following:

(i) (A) all Annual Base Salary and Bonus duly payable under the applicable plan for performance periods ending prior to the Date of Termination, but unpaid as of the Date of Termination, plus (B) in consideration for Executive's obligations set forth in Section 19 hereof, an amount equal to two (2) times the Executive's then-current rate of Annual Base Salary and Target Bonus, which total sum shall be payable following the Date of Termination in fifty-two (52) equal bi-weekly installments in accordance with the Company's normal payroll practices *provided that*, if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) during such twenty-four (24) month period (and such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code), any amounts remaining payable to Executive hereunder shall be paid in a single lump sum immediately upon such Change of Control.

(ii) if Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, the Company shall treat as earned all unvested Performance Units for which the performance term has not expired as of such Change of Control at the rate calculated pursuant to the Plan and the

applicable Grant Letter, and shall immediately convert those Units into Restricted Shares and accelerate as of the Date of Termination the removal of restrictions on such shares.

(iii) all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the Date of Termination which are payable under and in accordance with this Agreement, which amount will be paid within thirty (30) days after the submission by Executive of properly completed reimbursement requests on the Company's standard forms;

(iv) a lump sum payment (net after deduction of taxes and other required withholdings) equal to twenty-four (24) times the monthly cost, at the time Executive's employment terminated, for Executive to receive under COBRA the paid coverage for health, dental and vision benefits then being provided for Executive at the Company's cost at the time Executive's employment terminated. This amount will be paid at the same time the payment is made under Section 15(b)(i) and will not take into account future increases in costs during the applicable time period; and

(v) notwithstanding anything to the contrary in any award agreement, Executive shall be deemed to be actively employed during the twenty-four (24) month period following termination of employment for purposes of vesting of all stock options, performance units and restricted stock; *provided that* if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) within such period, all remaining stock options that would have vested in the twenty-four (24) month period shall vest, and all remaining restricted stock and performance units whose restrictions would have lapsed in the twenty-four (24) month period shall have their restrictions lapse immediately upon such Change of Control; provided, however, that with respect to any equity-based compensation awards subject to Section 409A of the Code (as determined by independent tax counsel retained by the Company), vesting and/or the lapse of restrictions will only be accelerated if such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code, or the first subsequent time at which such distribution may be made in compliance with Section 409A of the Code; and

(vi) pay the cost of up to twelve (12) months, as required, of executive-level out-placement services (which provides as part of the outplacement the use of an office and secretarial support as near as reasonably practicable to Executive's residence).

provided, however, any of the benefits described in Section 15(b)(i) through (vi) that are due to be paid or awarded during the first six (6) months after the Date of Termination shall, to the extent required to avoid the tax consequences of Section 409A of the Code as determined by independent tax counsel, be suspended and paid after the six (6) month anniversary of Executive's Date of Termination.

(c) The Executive shall not be required to mitigate the amount of any payments provided in Section 15, by seeking other employment or otherwise, nor shall the amount of any

payment provided for in this Section 15 be reduced by any compensation earned by Executive as a result of employment by another company or business, or by profits earned by Employee from any other source at any time before or after the date of Termination, so long as Executive is not in breach of the Agreement.

(d) Termination by Executive without Good Reason or by Company for Cause. If prior to the expiration of the Term or thereafter, Executive Voluntarily terminates Executive's employment prior to expiration of the Term without Good Reason or if Company terminates this Agreement for Cause, Executive will be entitled to receive Executive's then-existing Annual Base Salary only through the date such termination is effective and will be reimbursed for all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the date of termination which are payable under and in accordance with this Agreement; any unvested options and shares of restricted stock shall terminate as of the date of termination unless otherwise provided for in any applicable plan or award agreement; and Executive shall be entitled to no other compensation, bonus, payments or benefits except as expressly provided in this paragraph.

(e) Termination upon Disability or Death. If Executive's employment shall terminate by reason of Executive's Disability (pursuant to Section 14(a)(ii)) or death (pursuant to Section 14(a)(i)), the Company shall pay to Executive, in a lump sum cash payment as soon as practicable following the Date of Termination, all unpaid Annual Base Salary and Bonus previously earned for a performance period ending prior to the Date of Termination, but unpaid as of the Date of Termination, and the *pro rata* portion of their Bonus for such year (when and as paid to other senior executives of the Company) for the Performance Period in which the termination occurred. In the case of Disability, if there is a period of time during which Executive is not being paid Annual Base Salary and not receiving long-term disability insurance payments, the Company shall make interim payments equal to such unpaid disability insurance payments to Executive until commencement of disability insurance payments; *provided that*, to the extent required to avoid the tax consequences of Section 409A of the Code, as determined by independent tax counsel, the first payment shall cover all payments scheduled to be made to Executive during the first six (6) months after the date Executive's employment terminates, and the first such payment shall be delayed until the day that is six (6) months after the date Executive's employment terminates.

(f) Benefits. Except as otherwise required by law, Executive's accrual of, and participation in plans providing for, the Benefits will cease at the effective Date of the Termination of employment.

(g) Conditions To Payments. To be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b)(i) and 15(e), Executive must comply with the provisions of Sections 17, 18 and 19. In addition, to be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b) and 15(e) Executive (or Executive's executor and personal representatives in case of death) must first execute and deliver to Company, and comply with, an agreement, in form and substance reasonably satisfactory to Company, effectively releasing and giving up all claims Executive may have against Company or any of its subsidiaries or affiliates (and each of their respective controlling

shareholders, employees, directors, officers, plans, fiduciaries, insurers and agents) arising out of or based upon any facts or conduct occurring prior to that date. The agreement will be prepared by Company, will be based upon the standard form (if any) then being utilized by Company for executive separations when severance is being paid, and will be provided to Executive at the time Executive's employment is terminated or as soon as administratively practicable thereafter (not to exceed five (5) business days). The agreement will require Executive to consult with Company representatives, and voluntarily appear as a witness for trial or deposition (and to prepare for any such testimony) in connection with, any claim which may be asserted by or against Company, any investigation or administrative proceeding, any matter relating to a franchise, or any business matter concerning Company or any of its transactions or operations. A copy of the standard form release being used by Company as of the date of this agreement for executive separations when severance is being paid is attached to this Agreement as Exhibit C. It is understood that the final document may not contain provisions specific to the release of a federal age discrimination claim if Executive is not at least forty (40) years of age, and may be changed as Company's chief legal counsel considers necessary and appropriate to enforce the same, including provisions to comply with changes in applicable laws and recent court decisions. Payments under and/or benefits provided by Section 15 will not be made unless and until Executive executes and delivers that agreement to Company within twenty-one (21) days after delivery of the document (or such lesser time as Company's chief legal counsel may specify in the document) and all conditions to the effectiveness of that agreement and the releases contemplated thereby have been satisfied (including without limitation the expiration of any applicable revocation period without revoking acceptance).

(h) Survival. The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued hereunder prior to such expiration, subject to the terms of any agreement containing a general release provided by Executive.

16. **Excess Parachute Payment**.

(a) Anything in this Agreement or the Plan to the contrary notwithstanding, to the extent that any payment, distribution or acceleration of vesting to or for the benefit of Executive by the Company (within the meaning of Section 280G of the Code and the regulations thereunder), whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments") is or will be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then the Total Payments shall be reduced (but not below zero) to the Safe Harbor Amount (as defined below) if and to the extent that a reduction in the Total Payments would result in Executive retaining a larger amount, on an after-tax basis (taking into account federal, state and local income and employment taxes and the Excise Tax), than if Executive received the entire amount of such Total Payments in accordance with their existing terms (taking into account federal, state, and local income and employment taxes and the Excise Tax). For purposes of this Agreement, the term "Safe Harbor Amount" means the largest portion of the Total Payments that would result in no portion of the Total Payments being subject to the Excise Tax. Unless Executive shall have given prior written notice specifying a different order to the Company to effectuate the foregoing, the Company shall reduce or eliminate the Total Payments, by first reducing or eliminating the portion of the Total Payments which are payable in cash and then by reducing or eliminating non-cash payments in such order as Executive shall

determine; provided that Executive may not so elect to the extent that, in the determination of the Determining Party (as defined herein), such election would cause Executive to be subject to the Excise Tax. Any notice given by Executive pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing Executive's rights and entitlements to any benefits or compensation.

(b) The determination of whether the Total Payments shall be reduced as provided in Section 16(a) and the amount of such reduction shall be made at the Company's expense by an accounting firm selected by Company from among the ten largest accounting firms in the United States or by qualified independent tax counsel (the "Determining Party"); *provided that* Executive shall be given advance notice of the Determining Party selected by the Company, and shall have the opportunity to reject to the selection, within two business days of being notified of the selection, on the basis of that Determining Party's having a conflict of interest or other reasonable basis, in which case the Company shall select an alternative auditing firm among the ten largest accounting firms in the United States or alternative independent qualified tax counsel, which shall become the Determining Party. Such Determining Party shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and Executive within ten (10) days of the termination of Executive's employment or at such other time mutually agreed by the Company and Executive. If the Determining Party determines that no Excise Tax is payable by Executive with respect to the Total Payments, it shall furnish Executive with an opinion reasonably acceptable to Executive that no Excise Tax will be imposed with respect to any such payments and, absent manifest error, such Determination shall be binding, final and conclusive upon the Company and Executive. If the Determining Party determines that an Excise Tax would be payable, the Company shall have the right to accept the Determination as to the extent of the reduction, if any, pursuant to Section 16(a), or to have such Determination reviewed by another accounting firm selected by the Company, at the Company's expense. If the two accounting firms do not agree, a third accounting firm shall be jointly chosen by the Executive Party and the Company, in which case the determination of such third accounting firm shall be binding, final and conclusive upon the Company and Executive.

(c) If, notwithstanding any reduction described in this Section 16, the IRS determines that Executive is liable for the Excise Tax as a result of the receipt of any of the Total Payments or otherwise, then Executive shall be obligated to pay back to the Company, within thirty (30) days after a final IRS determination or in the event that Executive challenges the final IRS determination, a final judicial determination, a portion of the Total Payments equal to the "Repayment Amount." The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Company so that Executive's net after-tax proceeds with respect to the Total Payments (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on the Payment) shall be maximized. The Repayment Amount shall be zero if a Repayment Amount of more than zero would not result in Executive's net after-tax proceeds with respect to the Total Payments being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, the Executive shall pay the Excise Tax.

(d) Notwithstanding any other provision of this Section 16, if (i) there is a reduction in the Total Payments as described in this Section 16, (ii) the IRS later determines that Executive is liable for the Excise Tax, the payment of which would result in the maximization of Executive's

net after-tax proceeds (calculated as if Executive's benefits had not previously been reduced), and (iii) Executive pays the Excise Tax, then the Company shall pay to Executive those payments or benefits which were reduced pursuant to this Section 16 as soon as administratively possible after Executive pays the Excise Tax so that Executive's net after-tax proceeds with respect to the Total Payments are maximized.

17. **Competition/Confidentiality.**

(a) **Acknowledgments by Executive.** Executive acknowledges that (a) during the Term and as a part of Executive's employment, Executive has been and will be afforded access to Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; (c) because Executive possesses substantial technical expertise and skill with respect to the Company's business, Company desires to obtain exclusive ownership of each invention by Executive while Executive is employed by the Company, and Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each such invention by Executive; and (d) the provisions of this Section 17 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide Company with exclusive ownership of all inventions and works made or created by Executive.

(b) **Confidential Information.** (i) The Executive acknowledges that during the Term Executive will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Executive shall hold such Confidential Information in strictest confidence and never at any time, during or after Executive's employment terminates, directly or indirectly use for Executive's own benefit or otherwise (except in connection with the performance of any duties as an employee hereunder) any Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

(ii) As used in this Agreement, the term "**Confidential Information**" shall include, but not be limited to, any of the following information relating to Company learned by the Executive during the Term or as a result of Executive's employment with Company:

(A) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(B) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(C) any trade secret or confidential information of or concerning any business operation or business relationship;

(D) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software is used in combination or alone;

(E) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information (including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(F) information concerning the Company's employees, officers, directors and shareholders; and

(G) any other trade secret or information of a confidential or proprietary nature.

(iii) Executive shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by Executive to be for the benefit of the Company, and will, at Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Executive may at any time have within his possession or control that contain any Confidential Information.

(iv) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Executive or which has become rightfully available to Executive on a non-confidential basis from any third party, the disclosure of which to Executive does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure by Executive or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

(v) Executive will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Executive's duties at home or while traveling, or except as otherwise specifically authorized by Company) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Executive recognizes that, as between Company and Executive, all of the Proprietary Items, whether or not developed by Executive, are the exclusive property of the Company. Upon termination of Executive's employment by either party, or upon the request of Company during the Term, Executive will return to Company all of the Proprietary Items in Executive's possession or subject to Executive's control, including all equipment (e.g., laptop computers, cell phone, portable e-mail devices, etc.),

documents, files and data, and Executive shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

18. **Proprietary Developments.**

(a) Any and all inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae (collectively, hereinafter referred to as "Developments"), made, conceived, developed, or created by Executive (alone or in conjunction with others, during regular work hours or otherwise) during Executive's employment, which may be directly or indirectly useful in, or relate to, the business conducted or to be conducted by the Company will be promptly disclosed by Executive to Company and shall be Company's exclusive property. The term "Developments" shall not be deemed to include inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae which were in the possession of Executive prior to the Term. Executive hereby transfers and assigns to Company all proprietary rights which Executive may have or acquire in any Developments and Executive waives any other special right which the Executive may have or accrue therein. Executive will execute any documents and to take any actions that may be required, in the reasonable determination of Company's counsel, to effect and confirm such assignment, transfer and waiver, to direct the issuance of patents, trademarks, or copyrights to Company with respect to such Developments as are to be Company's exclusive property or to vest in Company title to such Developments; provided, however, that the expense of securing any patent, trademark or copyright shall be borne by Company. The parties agree that Developments shall constitute Confidential Information.

(b) "Work Made for Hire." Any work performed by Executive during Executive's employment with Company shall be considered a "Work Made for Hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of Company. In the event it should be established that such work does not qualify as a Work Made for Hire, Executive agrees to and does hereby assign to Company all of Executive's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

19. **Non-Competition and Non-Interference.**

(a) Acknowledgments by Executive. Executive acknowledges and agrees that: (a) the services to be performed by Executive under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 19 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Executive's ability to earn a living.

(b) Covenants of Executive. For purposes of this Section 19, the term "Restricted Period" shall mean the period commencing as of the date of this Agreement and terminating on the second anniversary (or, in the case of Section 19(b)(i), the first anniversary), of the date Executive's employment terminated *provided that* the "Restricted Period" also shall encompass any period of time from whichever anniversary date is applicable until and ending on the last date Executive is to be paid any payment under Section 15 hereof. In consideration of the

acknowledgments by Executive, and in consideration of the compensation and benefits to be paid or provided to Executive by Company, Executive covenants and agrees that during the Restricted Period, the Executive will not, directly or indirectly, for Executive's own benefit or for the benefit of any other person or entity other than the Company:

(i) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be employed by a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where Executive then lives or conducts such activities); perform any work as an employee, consultant (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company), contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where Executive then lives or conducts such activities); or directly or indirectly provide any services or advice to a any business, person or entity who or which is engaged in a Competitive Business (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company). A "Competitive Business" is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business; owns or operates a cable television system; provides direct television or any satellite-based, telephone system-based, internet based or wireless system for delivering television, music or other entertainment programming (other than as an ancillary service, such as cellular telephone providers); provides telephony services using any wired connection or fixed (as opposed to mobile) wireless application; provides data or internet access services; or offers, provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time Executive's employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section 19 shall not be construed or applied (i) so as to prohibit Executive from owning not more than five percent (5%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as Executive's investment is passive and Executive does not lend or provide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (ii) so as to prohibit Executive from working as an employee in the cable television business for a company/business that owns or operates cable television franchises (by way of current example only, Time Warner, Cablevision, Cox or Comcast), *provided that* the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services (other than nominal overlaps of service areas) and the company/business is otherwise not engaged in a Competitive Business, and provided Executive does not otherwise violate the terms of this Agreement in connection with that work;

(ii) contact, solicit or provide any service to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Executive's

employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Executive's employment terminated); or directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchased by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(iii) solicit or recruit for employment, any person or persons who are employed by Company or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the date Executive's employment terminated, or otherwise interfere with the relationship between any such person and the Company; nor will the Executive assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees.

If Executive violates any covenant contained in this Section 19, then the term of the covenants in this Section shall be extended by the period of time Executive was in violation of the same.

(c) Provisions Pertaining to the Covenants. Executive recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 19 shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Executive's employment terminates. It is agreed that the Executive's services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Executive's breach of this Section, Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits hereunder. If any provision of Sections 17, 18 or 19 of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Company the maximum restriction on Executive's activities permitted by applicable law in such circumstances. Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non existence of any other similar agreement for anyone else employed by Company or by Company's failure to exercise any of its rights under any such agreement.

(d) Notices. In order to preserve Company's rights under this Agreement, Company is authorized to advise any potential or future employer, any third party with whom Executive may become employed or enter into any business or contractual relationship with, and any third party whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and Company shall not be liable for doing so.

(e) Injunctive Relief and Additional Remedy. Executive acknowledges that the injury that would be suffered by Company as a result of a breach of the provisions of this Agreement (including any provision of Sections 17, 18 and 19) would be irreparable and that an award of monetary damages to Company for such a breach would be an inadequate remedy. Consequently, Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and Company will not be obligated to post bond or other security in seeking such relief. Without limiting Company's rights under this Section or any other remedies of Company, if Executive breaches any of the provisions of Sections 17, 18 or 19, Company will have the right to cease making any payments otherwise due to Executive under this Agreement.

(f) Covenants of Sections 17, 18 and 19 are Essential and Independent Covenants. The covenants by Executive in Sections 17, 18 and 19 are essential elements of this Agreement, and without Executive's agreement to comply with such covenants, Company would not have entered into this Agreement or employed Executive. Company and Executive have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by Company. Executive's covenants in Sections 17, 18 and 19 are independent covenants and the existence of any claim by Executive against Company, under this Agreement or otherwise, will not excuse Executive's breach of any covenant in Section 17, 18 or 19. If Executive's employment hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of Executive in Sections 17, 18 and 19. The Company's right to enforce the covenants in Sections 17, 18 and 19 shall not be adversely affected or limited by the Company's failure to have an agreement with another employee with provisions at least as restrictive as those contained in Sections 17, 18 or 19, or by the Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in Sections 17, 18 and 19 of this Agreement.

20 Executive's Representations And Further Agreements.

(a) Executive represents, warrants and covenants to Company that:

(i) Neither the execution and delivery of this Agreement by Executive nor the performance of any of Executive's duties hereunder in accordance with the Agreement will violate, conflict with or result in the breach of any order, judgment, employment contract, agreement not to compete or other agreement or arrangement to which Executive is a party or is subject;

(ii) On or prior to the date hereof, Executive has furnished to Company true and complete copies of all judgments, orders, written employment contracts, agreements not to compete, and other agreements or arrangements restricting Executive's employment or business pursuits, that have current application to Executive;

(iii) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, and that prior to assenting to the terms of this

Agreement, or giving the representations and warranties herein, Executive has been given a reasonable time to review it and has consulted with counsel of Executive's choice; and

(iv) Executive has not provided, nor been requested by Company to provide, to Company, any confidential or non public document or information of a former employer that constitutes or contains any protected trade secret, and will not use any protected trade secrets in connection with the Executive's employment.

(b) During and subsequent to expiration of the Term, the Executive will cooperate with Company, and furnish any and all complete and truthful information, testimony or affidavits in connection with any matter that arose during the Executive's employment, that in any way relates to the business or operations of the Company or any of its parent or subsidiary corporations or affiliates, or of which the Executive may have any knowledge or involvement; and will consult with and provide information to Company and its representatives concerning such matters. Executive shall fully cooperate with Company in the protection and enforcement of any intellectual property rights that relate to services performed by Executive for Company, whether under the terms of this Agreement or prior to the execution of this Agreement. This shall include without limitation executing, acknowledging, and delivering to Company all documents or papers that may be necessary to enable Company to publish or protect such intellectual property rights. Subsequent to the Term, the parties will make their best efforts to have such cooperation performed at reasonable times and places and in a manner as not to unreasonably interfere with any other employment in which Executive may then be engaged. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony, sworn statement or declaration that is not complete and truthful. If Company requires the Executive to travel outside the metropolitan area in the United States where the Executive then resides to provide any testimony or otherwise provide any such assistance, then Company will reimburse the Executive for any reasonable, ordinary and necessary travel and lodging expenses incurred by Executive to do so provided the Executive submits all documentation required under Company's standard travel expense reimbursement policies and as otherwise may be required to satisfy any requirements under applicable tax laws for Company to deduct those expenses. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony or affidavit that is not complete and truthful.

21. **Mutual Non-Disparagement.** Neither the Company nor Executive shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the business or legal community or in the telecommunications industry.

22. **Foreign Corrupt Practices Act.** Executive agrees to comply in all material respects with the applicable provisions of the U.S. Foreign Corrupt Practices Act of 1977 ("**FCPA**"), as amended, which provides generally that: under no circumstances will foreign officials, representatives, political parties or holders of public offices be offered, promised or paid any money, remuneration, things of value, or provided any other benefit, direct or indirect, in connection with obtaining or maintaining contracts or orders hereunder. When any representative, employee, agent, or other individual or organization associated with Executive is required to perform any obligation related to or in connection with this Agreement, the substance of this

section shall be imposed upon such person and included in any agreement between Executive and any such person. Failure by Executive to comply with the provisions of the FCPA shall constitute a material breach of this Agreement and shall entitle the Company to terminate Executive's employment for Cause.

23. **Purchases and Sales of the Company's Securities.** Executive has read and agrees to comply in all respects with the Company's Policy Regarding the Purchase and Sale of the Company's Securities by Employees, as such Policy may be amended from time to time. Specifically, and without limitation, Executive agrees that Executive shall not purchase or sell stock in the Company at any time (a) that Executive possesses material non-public information about the Company or any of its businesses; and (b) during any "Trading Blackout Period" as may be determined by the Company as set forth in the Policy from time to time.

24. **Indemnification.** (a) If Executive is made a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, a "Covered Person"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection therewith; *provided, however*, that, except as provided in Section 24(c) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board.

(b) The Corporation shall pay the expenses (including attorneys' fees) incurred by Executive in defending any such proceeding in advance of its final disposition (hereinafter, an "advancement of expenses"), *provided, however*, that, if the Delaware General Corporation Law so requires, an advancement of expenses incurred by Executive in his or her capacity as such shall be made only upon delivery to the Corporation of an undertaking (hereinafter, an "Undertaking"), by or on behalf of such Executive, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "Final Adjudication") that Executive was not entitled to be indemnified for such expenses under this Section 24 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Subsections 24(a) and (b) hereof shall be contract rights and such rights shall continue even after Executive ceases to be employed by the Company and shall inure to the benefit of Executive's heirs, executors and administrators.

(c) If a claim under Section 24(a) or (b) hereof is not paid in full by the Company within sixty (60) days after a written claim therefore has been received by the Company,

except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, Executive may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If Executive is successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, Executive shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by Executive to enforce a right to indemnification hereunder (but not in a suit brought by Executive to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, the Company shall be entitled to recover such expenses upon a final adjudication that, Executive has not met the applicable standard for indemnification set forth in the Delaware General Corporation Law. To the fullest extent permitted by law, neither the failure of the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of Executive is proper in the circumstances because the Executive has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption that Executive has not met the applicable standard of conduct or, in the case of such a suit brought by Executive, be a defense to such suit. In any suit brought by Executive to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that Executive is not entitled to be indemnified, or to such advancement of expenses, under this Section 24 or otherwise shall, to the extent permitted by law, be on the Company.

(d) The rights to indemnification and to the advancement of expenses conferred in this Section 24 shall not be exclusive of any other right of indemnification which Executive or any other person may have or hereafter acquire by any statute, the Corporation's Certificate of Incorporation or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

(e) The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

25. **Withholding.** Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive or his estate or beneficiary shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to applicable law or regulation.

26. **Notices.** Any written notice required by this Agreement will be deemed provided and delivered to the intended recipient when (a) delivered in person by hand; or (b) three days after being sent via U.S. certified mail, return receipt requested; or (c) the day after being sent via by

overnight courier, in each case when such notice is properly addressed to the following address and with all postage and similar fees having been paid in advance:

If to the Company: Charter Communications, Inc.
Attn.: Human Resources
12405 Powerscourt Drive
St. Louis, MO 63131

If to Executive: 12405 Powerscourt Drive
St. Louis, MO 63131

Either party may change the address to which notices, requests, demands and other communications to such party shall be delivered personally or mailed by giving written notice to the other party in the manner described above.

27. **Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns.

28. **Entire Agreement.** As of the Effective Date, the Employee and the Company hereby irrevocably agree that the Old Employment Agreement is hereby terminated in its entirety, and neither party thereto shall have any rights or obligations under the Old Employment Agreement, including but not limited to, in the case of the Employee, any right to any severance payment or benefit. This Agreement constitutes the entire agreement between the listed parties with respect to the subject matter described in this Agreement and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect to such subject matter, except to the extent said agreements, understandings and arrangements are referenced or referred to in this Agreement. This Agreement may not be modified, amended, altered or rescinded in any manner, except by written instrument signed by both of the parties hereto; provided, however, that the waiver by either party of a breach or compliance with any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or compliance. Except to the extent the terms hereof are explicitly and directly inconsistent with the terms of the Plan, nothing herein shall be deemed to override or replace the terms of the Plan, including but not limited to sections 6.4, 9.4 and 10.4 thereof.

29. **Severability.** In case any one or more of the provisions of this Agreement shall be held by any court of competent jurisdiction or any arbitrator selected in accordance with the terms hereof to be illegal, invalid or unenforceable in any respect, such provision shall have no force and effect, but such holding shall not affect the legality, validity or enforceability of any other provision of this Agreement provided that the provisions held illegal, invalid or unenforceable does not reflect or manifest a fundamental benefit bargained for by a party hereto.

30. **Assignment.** Subject to the Executive's right to terminate in the event of a Change of Control hereunder, this Agreement can be assigned by the Company only to a company that controls, is controlled by, or is under common control with the Company and which assumes all of the Company's obligations hereunder. The duties and covenants of Executive under this

Agreement, being personal, may not be assigned or delegated except that Executive may assign payments due hereunder to a trust established for the benefit of Executive's family or to Executive's estate or to any partnership or trust entered into by Executive and/or Executive's immediate family members (meaning, Executive's spouse and lineal descendants). This agreement shall be binding in all respects on permissible assignees.

31. **Notification.** In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any third party with whom Executive may become employed or enter into any business or contractual relationship with, or whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and the Company shall not be liable for doing so.

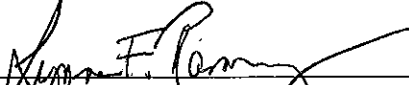
32. **Choice of Law/Jurisdiction.** This Agreement is deemed to be accepted and entered into in St. Louis County, Missouri. Executive and the Company intend and hereby acknowledge that jurisdiction over disputes with regard to this Agreement, and over all aspects of the relationship between the parties hereto, shall be governed by the laws of the State of Missouri without giving effect to its rules governing conflicts of laws. Executive agrees that in any suit to enforce this Agreement, or a to any dispute that arises between the Company and the Executive regarding or relating to this Agreement and/or any aspect of Executive's employment relationship with Company, venue and jurisdiction are proper in the County of St. Louis, and (if federal jurisdiction exists) the United States District Court for the Eastern Division of Missouri in St. Louis, and Executive waives all objections to jurisdiction and venue in any such forum and any defense that such forum is not the most convenient forum.

33. **Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.

34. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Charter Communications, Inc.

By: 
Name: Lynn F. Ramon
Title: SVP, Human Resources

EXECUTIVE



Name: Eloise E. Schmitz
Address: 11 FORDYCE LN
ST. LOUIS, MO 63124

Exhibit A
Grant Summary
Eloise Schmitz

Grant Date	Grant Type	Grant Price	LTIP Granted	LTIP Canceled	LTIP Exercised	LTIP Outstanding	Outstanding Exercisable	Expiration Date
2/9/1999	NQ	20.00	40,000	40,000	0	0	0	2/25/2004
2/12/2001	NQ	23.09	20,000	20,000	0	0	0	2/25/2004
9/28/2001	NQ	11.99	20,000	20,000	0	0	0	2/25/2004
7/23/2002	NQ	2.85	40,000	0	0	40,000	40,000	7/23/2012
4/29/2003	NQ	1.60	35,000	0	26,250	8,750	8,750	4/29/2013
1/27/2004	PU	0.00	15,000	15,000	0	0	0	12/31/2006
1/27/2004	NQ	5.17	28,000	0	0	28,000	28,000	1/27/2014
2/25/2004	RES	0.00	10,000	0	10,000	0	0	2/25/2014
3/25/2005	PU	0.00	40,500	5,569	34,931	0	0	3/26/2008
3/25/2005	NQ	1.53	83,700	0	0	83,700	62,775	3/25/2015
3/10/2006	PU	0.00	72,585	0	0	72,585	0	3/10/2016
3/10/2006	PU	0.00	43,551	0	0	43,551	0	3/10/2016
3/10/2006	NQ	1.00	31,100	0	0	31,100	15,550	3/10/2016
8/29/2006	PU	0.00	100,000	0	0	100,000	0	8/29/2016
8/29/2006	PU	0.00	60,000	0	0	60,000	0	8/29/2016
8/29/2006	NQ	1.32	100,000	0	0	100,000	25,000	8/29/2016
3/9/2007	PU	0.00	72,585	0	0	72,585	0	3/9/2017
3/9/2007	PU	0.00	30,486	0	0	30,486	0	3/9/2017
3/9/2007	NQ	2.84	31,100	0	0	31,100	7,775	3/9/2017
8/1/2007	RES	0.00	92,500	0	0	92,500	0	8/1/2017
8/1/2007	PU	0.00	92,500	0	0	92,500	0	8/1/2017
8/1/2007	PU	0.00	38,850	0	0	38,850	0	8/1/2017
3/18/2008	RES	0.00	123,450	0	0	123,450	0	3/18/2018

3/18/2008	PU	0.00	145,230	0	0	145,230	0	3/18/2108
3/18/2008	PC	0.00	99,990	0	0	99,990	0	3/18/2108
7/1/2008	RES	0.00	92,593	0	0	92,593	0	7/1/2018
7/1/2008	PU	0.00	108,932	0	0	108,932	0	7/1/2108
7/1/2008	PC	0.00	100,000	0	0	100,000	0	7/1/2108

PU = Performance Units
RES = Restricted Shares

NQ = Non-Qualified Stock Options
PC = Performance Cash

Exhibit B

Executive Cash Award Plan

Eloise Schmitz

Assumptions					
Annual contribution rate	20%				
Salary multiple	100%				
Annual salary increase	3.5%				
	<u>Actual 2005</u>	<u>Actual 2006</u>	<u>Actual 2007</u>	<u>Actual 2008</u>	<u>Estimate 2009*</u>
Base Salary effective May 1st	\$260,000	\$350,000	\$365,575	\$500,000	\$543,000
Account Activity	12/31/2005	12/31/2006	12/31/2007	12/31/2008	12/31/2009
Initial award/accumulating value	\$260,000	\$260,000	\$330,000	\$201,558	\$301,558
Annual contribution		\$70,000	\$73,115	\$100,000	\$108,600
Subtotal	\$260,000	\$330,000	\$403,115	\$301,558	\$410,158
Payout			(\$201,558)		(\$410,158)
Ending value	\$260,000	\$330,000	\$201,558	\$301,558	\$0
Total cash paid Year 3 + Year 5					\$611,715

* Applies 3.5% salary increase assumption to \$525,000 base salary effective 7/1/08

See agreement in file for the 2006 contribution - salary changed to \$350,000

AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amendment to the Amended and Restated Employment Agreement is entered into on March 5, 2008 (the "Effective Date") by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "Company"), and Grier C. Raclin, an adult resident of Missouri (the "Executive").

WHEREAS, the Company and the Executive entered into a Amended and Restated Employment Agreement effective August 1, 2007 (the "Agreement");

WHEREAS, the Company and the Executive desire to amend the Agreement as set forth herein;


NOW, THEREFORE, intending to be legally bound and in consideration of the covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree that the Agreement shall be amended as follows:

In Section 6 of the Agreement, the Executive's eligibility to receive a Target Bonus of "up to 60%" of Annual Base Salary is hereby revised to state "up to 75%" of Annual Base Salary.

The Company and the Executive agree that all other provisions of the Agreement (including the remainder of Section 6) shall remain in full force and effect until expiration or earlier termination upon the terms therein.

IN WITNESS WHEREOF, the Company and the Executive have each caused this Amendment to Restated and Amended Employment Agreement to be duly executed on its behalf as of the date first above written.

CHARTER COMMUNICATIONS, INC.

By: 
Name: LYNNE F. RAMSEY
Title: SVP HUMAN RESOURCES

EXECUTIVE


Name: Grier C. Raclin

AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amendment to the Amended and Restated Employment Agreement is entered into on March 5, 2008 (the "Effective Date") by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "Company"), and Michael J. Lovett, an adult resident of Missouri (the "Executive").

WHEREAS, the Company and the Executive entered into a Amended and Restated Employment Agreement effective August 1, 2007 (the "Agreement");

WHEREAS, the Company and the Executive desire to amend the Agreement as set forth herein;

NOW, THEREFORE, intending to be legally bound and in consideration of the covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree that the Agreement shall be amended as follows:

In Section 6 of the Agreement, the Executive's eligibility to receive a Target Bonus of "up to 100%" of Annual Base Salary is hereby revised to state "up to 125%" of Annual Base Salary.

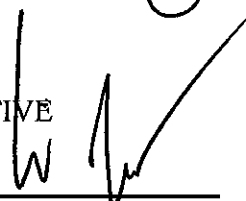
The Company and the Executive agree that all other provisions of the Agreement (including the remainder of Section 6) shall remain in full force and effect until expiration or earlier termination upon the terms therein.

IN WITNESS WHEREOF, the Company and the Executive have each caused this Amendment to Restated and Amended Employment Agreement to be duly executed on its behalf as of the date first above written.

CHARTER COMMUNICATIONS, INC.

By: 
Name: _____
Title:

EXECUTIVE


Name: Michael J. Lovett

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "**Agreement**"), dated and effective the 1 day of August (the "**Effective Date**") is made by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "**Company**"), and Gregory S. Rigdon, an adult resident of Missouri (the "**Executive**").

RECITALS:

WHEREAS, the Executive and the Company have previously entered into that certain Employment Agreement dated December 28, 2005 (the "**Old Employment Agreement**") and the parties desire to amend and restate in its entirety the Old Employment Agreement;

WHEREAS, it is the desire of the Company to assure itself of the services of Executive by engaging Executive as its Senior Vice President Corporate Development and the Executive desires to serve the Company on the terms herein provided;

WHEREAS, in connection with the entry into the Agreement, the Executive will be granted performance units and restricted shares of Company Stock pursuant to the Company's 2001 Stock Incentive Plan, as amended as of the date hereof (the "**Special Equity**");

WHEREAS, Executive's agreement to the terms and conditions of Sections 17 and 19 are a material and essential condition of Executive's employment with the Company hereafter under the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. Certain Definitions.

(a) "Allen" shall mean Paul G. Allen (and his heirs or beneficiaries under his will(s), trusts or other instruments of testamentary disposition), and any entity or group over which Paul G. Allen has Control and that constitutes a Person as defined herein. For the purposes of this definition, "**Control**" means the power to direct the management and policies of an entity or to appoint or elect a majority of its governing board.

(b) "Annual Base Salary" shall have the meaning set forth in Section 5.

(c) "Board" shall mean the Board of Directors of the Company.

(d) "Bonus" shall have the meaning set forth in Section 6.

(e) The Company shall have "Cause" to terminate Executive's employment hereunder upon Executive's:

(i) Executive's breach of a material obligation (which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach)

or representation under this Agreement or breach of any fiduciary duty to the Company which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach; or any act of fraud or knowing material misrepresentation or concealment upon, to or from the Company or the Board;

(ii) Executive's failure to adhere in any material respect to (i) the Company's Code of Conduct in effect from time to time and applicable to officers and/or employees generally, or (ii) any written Company policy, if such policy is material to the effective performance by Executive of the Executive's duties under this Agreement, and if Executive has been given a reasonable opportunity to cure this failure to comply within a period of time which is reasonable under the circumstances but not more than the thirty (30) day period after written notice of such failure is provided to Executive; *provided that* if Executive cures this failure to comply with such a policy and then fails again to comply with the same policy, no further opportunity to cure that failure shall be required;

(iii) Executive's misappropriation (or attempted misappropriation) of a material amount of the Company's funds or property;

(iv) Executive's conviction of, the entering of a guilty plea or plea of *nolo contendere* or no contest (or the equivalent), or entering into any pretrial diversion program or agreement or suspended imposition of sentence, with respect to either a felony or a crime that adversely affects or could reasonably be expected to adversely affect the Company or its business reputation; or the institution of criminal charges against Executive, which are not dismissed within sixty (60) days after institution, for fraud, embezzlement, any felony offense involving dishonesty or constituting a breach of trust or moral turpitude;

(v) Executive's admission of liability of, or finding of liability, for a knowing and deliberate violation of any "Securities Laws." As used herein, the term "Securities Laws" means any federal or state law, rule or regulation governing generally the issuance or exchange of securities, including without limitation the Securities Act of 1933, the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder;

(vi) conduct by Executive in connection with Executive's employment that constitutes gross neglect of any material duty or responsibility, willful misconduct, or recklessness which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach;

(vii) Executive's illegal possession or use of any controlled substance, or excessive use of alcohol at a work function, in connection with Executive's duties, or on Company premises; "excessive" meaning either repeated unprofessional use or any single event of consumption giving rise to significant intoxication or unprofessional behavior;

(viii) willful or grossly negligent commission of any other act or failure to act in connection with the Executive's duties as an executive of the Company which causes or reasonably may be expected (as of the time of such occurrence) to cause substantial

economic injury to or substantial injury to the business reputation of the Company or any subsidiary or affiliate of the Company, including, without limitation, any material violation of the Foreign Corrupt Practices Act, as described herein below.

If Executive commits or is charged with committing any offense of the character or type specified in subparagraphs 1(e)(iv), (v) or (viii) above, then the Company at its option may suspend the Executive with or without pay. If the Executive subsequently is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any such offense (or any matter that gave rise to the suspension), the Executive shall immediately repay any compensation paid in cash hereunder from the date of the suspension. Notwithstanding anything to the contrary in any stock option or equity incentive plan or award agreement, all vesting and all lapsing of restrictions on restricted shares shall be tolled during the period of suspension and all unvested options and restricted shares for which the restrictions have not lapsed shall terminate and not be exercisable by or issued to Executive if during or after such suspension the Executive is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any offense specified in subparagraphs 1(e)(iv), (v) or (viii) above or any matter that gave rise to the suspension.

(f) "Change of Control" shall be deemed to have occurred if:

(i) any Person is or becomes a "beneficial owner" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act), directly or indirectly, of securities representing the Applicable Percentage (as defined below) or more of the total voting power of all of the Company's then outstanding voting securities. For purposes of this Section 1(f), the term "Person" shall not include: (A) the Company or any of its subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries, or (C) an underwriter temporarily holding securities pursuant to an offering of said securities, or (D) Allen. For purposes of this Agreement, in the case of a recapitalization or other exchange involving the exchange of Company voting stock for the Company's debt, the group of debtholders that acquires such Company voting stock as the result of such recapitalization or exchange shall not be treated as a single Person solely by reason of such recapitalization or exchange; or

(ii) the occurrence of a merger, consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), in each case, unless following such Business Combination: (A) all or substantially all of the individuals and entities who were the "beneficial owners" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of the outstanding voting securities of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, securities representing more than fifty percent (50%) of the total voting power of the then outstanding voting securities of the entity resulting from such Business Combination (or such assets as the case may be) or the parent of such entity in substantially the same proportionate ownership as in effect immediately prior to the Business Combination (the "Resulting Entity"); and (B) a majority of the members of the board of directors or other governing body of the Resulting Entity were members of the Board at the

time of the execution of the initial agreement, or at the time of the action of the Board, providing for such Business Combination; or

(iii) the consummation of a plan of complete liquidation or dissolution of the Company; or

(iv) if and when Allen shall no longer have the power to appoint a majority of the Board, during any period of two (2) consecutive calendar years, individuals who either (A) at the beginning of such period are members of the Board ("Incumbent Directors"), or (B) whose election to the Board during such period is approved by a vote of the majority of those members of the Board who are Incumbent Directors at the time of such approval, whereupon such individual so approved shall be treated as an Incumbent Director with respect to future approvals, cease for any reason to constitute a majority of the Board.

Notwithstanding the foregoing subsections 1(f)(i) through (iii), a Change of Control shall not include any transaction or series of transactions, including any transactions described above if, following such transaction or transactions, (x) Allen has the largest percentage ownership of the voting securities in the Company or any successor or surviving corporation held by any Person (other than any Person that includes Allen), provided such percentage ownership is more than twenty-five percent or (y) Allen has the power to appoint a majority of the members of the Board of Directors.

For purposes of this definition, (A) at all times that Allen is or are the "beneficial owner(s)" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of securities representing in the aggregate at least fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means fifty percent (50%); and (B) at all times that Allen is or are the beneficial owner(s) of securities representing in the aggregate less than fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means any percentage that is more than the greater of (1) the percentage of the total voting power of all of the Company's then outstanding voting securities represented by securities beneficially owned by Allen or (2) twenty-five percent (25%).

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) "Committee" shall mean either the Compensation and Benefits Committee of the Board, or a Subcommittee of such Committee duly appointed by the Board or the Committee.

(i) "Company" shall have the meaning set forth in the preamble hereto.

(j) "Company Stock" shall mean the \$.10 par value common stock of the Company.

(k) "Date of Termination" shall mean (i) if Executive's employment is terminated by Executive's death, the date of Executive's death and (ii) if Executive's employment is terminated pursuant to Section 14(a)(ii) – (vi), the date of termination of employment, as defined in 409(A) regulations under the Code.

(l) For purposes of this Agreement, Executive will be deemed to have a "Disability" if, due to illness, injury or a physical or medically recognized mental condition, (a) Executive is unable to perform Executive's duties under this Agreement with reasonable accommodation for 120 consecutive days, or 180 days during any twelve month period, as determined in accordance with this Section, or (b) Executive is considered disabled for purposes of receiving / qualifying for long term disability benefits under any group long term disability insurance plan or policy offered by Company in which Executive participates. The Disability of Executive will be determined by a medical doctor selected by written agreement of Company and Executive upon the request of either party by notice to the other; or (in the case of and with respect to any applicable long term disability insurance policy or plan) will be determined according to the terms of the applicable long term disability insurance policy / plan. If Company and Executive cannot agree on the selection of a medical doctor, each of them will select a medical doctor and the two medical doctors will select a third medical doctor who will determine whether Executive has a Disability. The determination of the medical doctor selected under this Section will be binding on both parties. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this Section, and to other specialists designated by such medical doctor, and Executive hereby authorizes the disclosure and release to Company of such determination and all supporting medical records. If Executive is not legally competent, Executive's legal guardian or duly authorized attorney-in-fact will act in Executive's stead under this Section for the purposes of submitting Executive to the examinations, and providing the authorization of disclosure, required under this Section.

(m) "Executive" shall have the meaning set forth in the preamble hereto.

(n) "Good Reason" shall mean any of the events described herein that occur without Executive's prior written consent: (i) any reduction in Executive's Annual Base Salary, Target Bonus Percentage, or title except as permitted hereunder, (ii) any failure to pay Executive's compensation hereunder when due; (iii) any material breach by the Company of a term hereof; (iv) relocation of Executive's primary workplace to a location that is more than fifty (50) miles from the office where Executive is then assigned to work as Executive's principal office; (v) any change in reporting structure such that Executive no longer reports directly to the officer (by function) to whom Executive reports at the time of the execution of this Agreement (or equivalent position if the Company has changed functional responsibilities of its senior executive staff) (in each case "(i)" through "(v)" only if Executive objects in writing within 30 days after being informed of such events and unless Company retracts and/or rectifies the claimed Good Reason within 30 days following Company's receipt of timely written objection from Executive); (vi) if within six months after a Change of Control, Executive has not received an offer from the surviving company to continue in an equivalent position in terms of title, responsibility and compensation (except that the value of equity-based compensation after such Change of Control need only be commensurate with the value of equity-based compensation given to executives with equivalent positions in the surviving company, if any) as set herein; (vii) the Company's decision not to renew this Agreement

at the end of its term, or (viii) the failure of a successor to the business of the Company to assume the Company's obligations under this Agreement in the event of a Change of Control during its term.

(o) "Notice of Termination" shall have the meaning set forth in Section 14(b).

(p) "Options" shall have the meaning set forth in Section 7

(q) "Performance Unit" and "Performance Shares" shall have the meaning set forth in Section 9 hereof.

(r) "Person" shall have the meaning set forth in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934.

(s) "Plan" shall mean the 2001 Stock Incentive Plan as amended by the Company from time to time.

(s) "Restricted Shares" shall have the meaning set forth in Section 8.

(t) "Term" shall have the meaning set forth in Section 2.

(u) "Voluntary" and "Voluntarily" in connection with Executive's termination of employment shall mean a termination of employment resulting from the initiative of the Executive, excluding a termination of employment attributable to Executive's death or Disability. A resignation by Executive that is in response to a communicated intent by the Company to discharge Executive other than for Cause is not considered to be "Voluntary" and shall be considered to be a termination by the Company for the purposes of this Agreement.

2. **Employment Term.** The Company hereby employs the Executive, and the Executive hereby accepts his employment, under the terms and conditions hereof, for the period (the "Term") beginning on the Effective Date hereof and terminating upon the earlier of (i) December 31, 2009 (the "Initial Term") and (ii) the Date of Termination as defined in Section 1(k), and, if not terminated earlier, will be automatically renewed at the end of its Initial Term and on each anniversary thereafter for a period of one (1) year unless either party shall give written notice of cancellation to the other party not later than ninety (90) days prior to the end of the Initial Term or anniversaries thereof.

3. **Position and Duties.** Executive shall serve as Senior Vice President Corporate Development initially reporting to the General Counsel and Secretary but with such other reporting relationships as shall be determined by the Chief Executive Officer from time to time", with such responsibilities, duties and authority as are customary for such role, including, but not limited to, overall management responsibility for corporate development in the Company. Executive shall devote all necessary business time and attention, and employ Executive's reasonable best efforts, toward the fulfillment and execution of all assigned duties, and the satisfaction of defined annual and/or longer-term performance criteria.

4. **Place of Performance.** In connection with Executive's employment during the Term, Executive's initial primary workplace shall be the Company's offices in or near St. Louis, MO. except for necessary travel on the Company's business.

5. **Annual Base Salary.** During the Term, Executive shall receive a base salary at a rate not less than \$339,463.00 per annum (the "**Annual Base Salary**"), less standard deductions, paid in accordance with the Company's general payroll practices for executives, but no less frequently than monthly. The Annual Base Salary shall compensate Executive for any official position or directorship of a subsidiary or affiliate that Executive is asked to hold in the Company or its subsidiaries or affiliates as a part of Executive's employment responsibilities. No less frequently than annually during the Term, the Committee, on advice of the Company's Chief Executive Officer, shall review the rate of Annual Base Salary payable to Executive, and may, in its discretion, increase the rate of Annual Base Salary payable hereunder; *provided, however*, that any increased rate shall thereafter be the rate of "**Annual Base Salary**" hereunder.

6. **Bonus.** Except as otherwise provided for herein, for each fiscal year or other period consistent with the Company's then-applicable normal employment practices during which Executive is employed hereunder on the last day (the "**Bonus Year**"), Executive shall be eligible to receive a bonus in an amount up to 50% of Executive's Annual Base Salary (the "**Bonus**" and bonuses at such percentage of Annual Base Salary being the "**Target Bonus**") pursuant to, and as set forth in, the terms of the Executive Bonus Plan as such Plan may be amended from time to time, plus such other bonus payments, if any, as shall be determined by the Committee in its sole discretion, with such Bonus being paid on or before February 28 of the year next following the Bonus Year, or as soon as is administratively practicable thereafter (e.g., after the public disclosure of the Company's financial results for the prior year on SEC Form 10-K or on such replacement form as the SEC shall determine, for those years as the Company's securities are traded publicly, and the Company's annual financial results are reported to the shareholders, for those (if any) years as the Company's securities are not traded publicly).

7. **Stock Options.** The Company has previously granted to Executive options to purchase shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive additional options to purchase shares of Company Stock (all of such options, collectively, the "**Options**") pursuant to the terms of the Plan, any successor plan and an associated Stock Option Agreement.

8. **Restricted Shares.** The Company has previously granted to Executive Restricted Shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive Restricted Shares (collectively, the "**Restricted Shares**"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Restricted Shares Grant Letter.

9. **Performance Shares Units.** The Company has previously granted to Executive Performance Share Units of which some have been converted into Performance Shares (which are not aggregated in the forgoing description of Restricted Shares) as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive further Performance Share Units (collectively, the "**Performance Units**"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Performance Unit Grant Letter.

10. **Executive Cash Bonus Plan.** Executive currently is a participant in the Company's 2006 Top Talent Retention Plan with a Plan Award (as defined in such Plan) as set forth in Exhibit B and shall remain a participant in such Plan under the terms therefore for the term of this Agreement.

11. **Benefits.** Executive shall be entitled to receive such benefits and to participate in such employee group benefit plans, including life, health and disability insurance policies, and financial planning services, and other perquisites and plans as are generally provided by the Company to its senior executives of comparable level and responsibility in accordance with the plans, practices and programs of the Company, as amended from time to time.

12. **Expenses.** The Company shall reimburse Executive for all reasonable and necessary expenses incurred by Executive in connection with the performance of Executive's duties as an employee of the Company in accordance with the Company's generally applicable policies and procedures. Such reimbursement is subject to the submission to the Company by Executive of appropriate documentation and/or vouchers in accordance with the customary procedures of the Company for expense reimbursement, as such procedures may be revised by the Company from time to time hereafter.

13. **Vacations.** Executive shall be entitled to paid vacation in accordance with the Company's vacation policy as in effect from time to time *provided that*, in no event shall Executive be entitled to less than three (3) weeks vacation per calendar year. Executive shall also be entitled to paid holidays and personal days in accordance with the Company's practice with respect to same as in effect from time to time.

14. **Termination.**

(a) Executive's employment hereunder may be terminated by the Company, on the one hand, or Executive, on the other hand, as applicable, without any breach of this Agreement, under the following circumstances:

(i) **Death.** Executive's employment hereunder shall automatically terminate upon Executive's death.

(ii) **Disability.** If Executive has incurred a Disability, the Company may give Executive written notice of its intention to terminate Executive's employment. In such event, Executive's employment with the Company shall terminate effective on the 14th day after delivery of such notice to Executive, *provided that* within the 14 days after such delivery, Executive shall not have returned to full-time performance of Executive's duties. Executive may provide notice to the Company of Executive's resignation on account of a bona fide Disability at any time.

(iii) **Cause.** The Company may terminate Executive's employment hereunder for Cause effectively immediately upon delivery of notice to Executive, taking into account any procedural requirements set forth under Section 1(e) above.

(iv) Good Reason. Executive may terminate Executive's employment herein for Good Reason upon (i) satisfaction of any advance notice and other procedural requirements set forth under Section 1(n) above for any termination pursuant to Section 1(n)(i) through (v) or (ii) at least 30 days' advance written notice by the Executive for any termination pursuant to Section 1(n)(vii) through (viii).

(v) Without Cause. The Company may terminate Executive's employment hereunder without Cause upon at least 30 days' advance written notice to the Executive.

(vi) Resignation Without Good Reason. Executive may resign Executive's employment without Good Reason upon at least fourteen (14) days' written notice to the Company.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 14 (other than pursuant to Sections 14(a)(i)) shall be communicated by a written notice (the "Notice of Termination") to the other party hereto, indicating the specific termination provision in this Agreement relied upon, setting forth in reasonable detail any facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and specifying a Date of Termination which notice shall be delivered within the applicable time periods set forth in subsections 14(a)(ii)-(vi) above (the "Notice Period"); *provided that* the Company may pay to Executive all Annual Base Salary, benefits and other rights due to Executive during such Notice Period instead of employing Executive during such Notice Period.

(c) Resignation from Representational Capacities. Executive hereby acknowledges and agrees that upon Executive's termination of employment with the Company for whatever reason, [s]he shall be deemed to have, and shall have in fact, effectively resigned from all executive, director or other positions with the Company or its affiliates at the time of such termination of employment, and shall return all property owned by the Company and in Executive's possession, including all hardware, files and documents, at that time.

(d) Termination in Connection with Change in Control. If Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, such termination shall be deemed to have occurred immediately before such Change in Control for purposes of this Agreement and the Plan.

15. Termination Pay

(a) Effective upon the termination of Executive's employment, Company will be obligated to pay Executive (or, in the event of Executive's death, the Executive's designated beneficiary as defined below) only such compensation as is provided in this Section 15, except to the extent otherwise provided for in any Company stock incentive, stock option or cash award plan (including, among others, the Plan), approved by the Board. For purposes of this Section 15, Executive's designated beneficiary will be such individual beneficiary or trust, located at such

address, as Executive may designate by notice to Company from time to time or, if Executive fails to give notice to Company of such a beneficiary, Executive's estate. Notwithstanding the preceding sentence, Company will have no duty, in any circumstances, to attempt to open an estate on behalf of Executive, to determine whether any beneficiary designated by Executive is alive or to ascertain the address of any such beneficiary, to determine the existence of any trust, to determine whether any person purporting to act as Executive's personal representative (or the trustee of a trust established by Executive) is duly authorized to act in that capacity, or to locate or attempt to locate any beneficiary, personal representative, or trustee.

(b) Termination by Executive for Good Reason or by Company without Cause. If prior to expiration of the Term, Executive terminates his or her employment for Good Reason, or if the Company terminates Executive's employment other than for Cause or Executive's death or Disability, Executive will be entitled to receive, subject to the conditions of this Agreement, the following:

(i) (A) all Annual Base Salary and Bonus duly payable under the applicable plan for performance periods ending prior to the Date of Termination, but unpaid as of the Date of Termination, plus (B) in consideration for Executive's obligations set forth in Section 19 hereof, an amount equal to one (1) times the Executive's then-current rate of Annual Base Salary and Target Bonus, which total sum shall be payable following the Date of Termination in twenty-six (26) equal bi-weekly installments in accordance with the Company's normal payroll practices *provided that*, if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) during such twelve (12) month period (and such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code), any amounts remaining payable to Executive hereunder shall be paid in a single lump sum immediately upon such Change of Control.

(ii) if Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, the Company shall treat as earned all unvested Performance Units for which the performance term has not expired as of such Change of Control at the rate calculated pursuant to the Plan and the applicable Grant Letter, and shall immediately convert those Units into Restricted Shares and accelerate as of the Date of Termination the removal of restrictions on such shares.

(iii) all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the Date of Termination which are payable under and in accordance with this Agreement, which amount will be paid within thirty (30) days after the submission by Executive of properly completed reimbursement requests on the Company's standard forms;

(iv) a lump sum payment (net after deduction of taxes and other required withholdings) equal to twelve (12) times the monthly cost, at the time Executive's

employment terminated, for Executive to receive under COBRA the paid coverage for health, dental and vision benefits then being provided for Executive at the Company's cost at the time Executive's employment terminated. This amount will be paid at the same time the payment is made under Section 15(b)(i) and will not take into account future increases in costs during the applicable time period; and

(v) notwithstanding anything to the contrary in any award agreement, Executive shall be deemed to be actively employed during the twelve (12) month period following termination of employment for purposes of vesting of all stock options, performance units and restricted stock; *provided that* if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) within such period, all remaining stock options that would have vested in the twelve (12) month period shall vest, and all remaining restricted stock and performance units whose restrictions would have lapsed in the twelve (12) month period shall have their restrictions lapse immediately upon such Change of Control; provided, however, that with respect to any equity-based compensation awards subject to Section 409A of the Code (as determined by independent tax counsel retained by the Company), vesting and/or the lapse of restrictions will only be accelerated if such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code, or the first subsequent time at which such distribution may be made in compliance with Section 409A of the Code; and

(vi) pay the cost of up to twelve (12) months, as required, of executive-level out-placement services (which provides as part of the outplacement the use of an office and secretarial support as near as reasonably practicable to Executive's residence).

provided, however, any of the benefits described in Section 15(b)(i) through (vi) that are due to be paid or awarded during the first six (6) months after the Date of Termination shall, to the extent required to avoid the tax consequences of Section 409A of the Code as determined by independent tax counsel, be suspended and paid after the six (6) month anniversary of Executive's Date of Termination.

(c) The Executive shall not be required to mitigate the amount of any payments provided in Section 15, by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 15 be reduced by any compensation earned by Executive as a result of employment by another company or business, or by profits earned by Employee from any other source at any time before or after the date of Termination, so long as Executive is not in breach of the Agreement.

(d) Termination by Executive without Good Reason or by Company for Cause. If prior to the expiration of the Term or thereafter, Executive Voluntarily terminates Executive's employment prior to expiration of the Term without Good Reason or if Company terminates this Agreement for Cause, Executive will be entitled to receive Executive's then-existing Annual Base Salary only through the date such termination is effective and will be reimbursed for all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through

the date of termination which are payable under and in accordance with this Agreement; any unvested options and shares of restricted stock shall terminate as of the date of termination unless otherwise provided for in any applicable plan or award agreement; and Executive shall be entitled to no other compensation, bonus, payments or benefits except as expressly provided in this paragraph.

(e) Termination upon Disability or Death. If Executive's employment shall terminate by reason of Executive's Disability (pursuant to Section 14(a)(ii)) or death (pursuant to Section 14(a)(i)), the Company shall pay to Executive, in a lump sum cash payment as soon as practicable following the Date of Termination, all unpaid Annual Base Salary and Bonus previously earned for a performance period ending prior to the Date of Termination, but unpaid as of the Date of Termination, and the *pro rata* portion of their Bonus for such year (when and as paid to other senior executives of the Company) for the Performance Period in which the termination occurred. In the case of Disability, if there is a period of time during which Executive is not being paid Annual Base Salary and not receiving long-term disability insurance payments, the Company shall make interim payments equal to such unpaid disability insurance payments to Executive until commencement of disability insurance payments; *provided that*, to the extent required to avoid the tax consequences of Section 409A of the Code, as determined by independent tax counsel, the first payment shall cover all payments scheduled to be made to Executive during the first six (6) months after the date Executive's employment terminates, and the first such payment shall be delayed until the day that is six (6) months after the date Executive's employment terminates.

(f) Benefits. Except as otherwise required by law, Executive's accrual of, and participation in plans providing for, the Benefits will cease at the effective Date of the Termination of employment.

(g) Conditions To Payments. To be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b)(i) and 15(e), Executive must comply with the provisions of Sections 17, 18 and 19. In addition, to be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b) and 15(e) Executive (or Executive's executor and personal representatives in case of death) must first execute and deliver to Company, and comply with, an agreement, in form and substance reasonably satisfactory to Company, effectively releasing and giving up all claims Executive may have against Company or any of its subsidiaries or affiliates (and each of their respective controlling shareholders, employees, directors, officers, plans, fiduciaries, insurers and agents) arising out of or based upon any facts or conduct occurring prior to that date. The agreement will be prepared by Company, will be based upon the standard form (if any) then being utilized by Company for executive separations when severance is being paid, and will be provided to Executive at the time Executive's employment is terminated or as soon as administratively practicable thereafter (not to exceed five (5) business days). The agreement will require Executive to consult with Company representatives, and voluntarily appear as a witness for trial or deposition (and to prepare for any such testimony) in connection with, any claim which may be asserted by or against Company, any investigation or administrative proceeding, any matter relating to a franchise, or any business matter concerning Company or any of its transactions or operations. A copy of the standard form release being used by Company as of the date of this agreement for executive separations when

severance is being paid is attached to this Agreement as Exhibit C. It is understood that the final document may not contain provisions specific to the release of a federal age discrimination claim if Executive is not at least forty (40) years of age, and may be changed as Company's chief legal counsel considers necessary and appropriate to enforce the same, including provisions to comply with changes in applicable laws and recent court decisions. Payments under and/or benefits provided by Section 15 will not be made unless and until Executive executes and delivers that agreement to Company within twenty-one (21) days after delivery of the document (or such lesser time as Company's chief legal counsel may specify in the document) and all conditions to the effectiveness of that agreement and the releases contemplated thereby have been satisfied (including without limitation the expiration of any applicable revocation period without revoking acceptance).

(h) Survival. The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued hereunder prior to such expiration, subject to the terms of any agreement containing a general release provided by Executive.

16. Excess Parachute Payment.

(a) Anything in this Agreement or the Plan to the contrary notwithstanding, to the extent that any payment, distribution or acceleration of vesting to or for the benefit of Executive by the Company (within the meaning of Section 280G of the Code and the regulations thereunder), whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments") is or will be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then the Total Payments shall be reduced (but not below zero) to the Safe Harbor Amount (as defined below) if and to the extent that a reduction in the Total Payments would result in Executive retaining a larger amount, on an after-tax basis (taking into account federal, state and local income and employment taxes and the Excise Tax), than if Executive received the entire amount of such Total Payments in accordance with their existing terms (taking into account federal, state, and local income and employment taxes and the Excise Tax). For purposes of this Agreement, the term "Safe Harbor Amount" means the largest portion of the Total Payments that would result in no portion of the Total Payments being subject to the Excise Tax. Unless Executive shall have given prior written notice specifying a different order to the Company to effectuate the foregoing, the Company shall reduce or eliminate the Total Payments, by first reducing or eliminating the portion of the Total Payments which are payable in cash and then by reducing or eliminating non-cash payments in such order as Executive shall determine; provided that Executive may not so elect to the extent that, in the determination of the Determining Party (as defined herein), such election would cause Executive to be subject to the Excise Tax. Any notice given by Executive pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing Executive's rights and entitlements to any benefits or compensation.

(b) The determination of whether the Total Payments shall be reduced as provided in Section 16(a) and the amount of such reduction shall be made at the Company's expense by an accounting firm selected by Company from among the ten largest accounting firms in the United States or by qualified independent tax counsel (the "Determining Party"); *provided that* Executive shall be given advance notice of the Determining Party selected by the Company, and shall have

the opportunity to reject to the selection, within two business days of being notified of the selection, on the basis of that Determining Party's having a conflict of interest or other reasonable basis, in which case the Company shall select an alternative auditing firm among the ten largest accounting firms in the United States or alternative independent qualified tax counsel, which shall become the Determining Party. Such Determining Party shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and Executive within ten (10) days of the termination of Executive's employment or at such other time mutually agreed by the Company and Executive. If the Determining Party determines that no Excise Tax is payable by Executive with respect to the Total Payments, it shall furnish Executive with an opinion reasonably acceptable to Executive that no Excise Tax will be imposed with respect to any such payments and, absent manifest error, such Determination shall be binding, final and conclusive upon the Company and Executive. If the Determining Party determines that an Excise Tax would be payable, the Company shall have the right to accept the Determination as to the extent of the reduction, if any, pursuant to Section 16(a), or to have such Determination reviewed by another accounting firm selected by the Company, at the Company's expense. If the two accounting firms do not agree, a third accounting firm shall be jointly chosen by the Executive Party and the Company, in which case the determination of such third accounting firm shall be binding, final and conclusive upon the Company and Executive.

(c) If, notwithstanding any reduction described in this Section 16, the IRS determines that Executive is liable for the Excise Tax as a result of the receipt of any of the Total Payments or otherwise, then Executive shall be obligated to pay back to the Company, within thirty (30) days after a final IRS determination or in the event that Executive challenges the final IRS determination, a final judicial determination, a portion of the Total Payments equal to the "Repayment Amount." The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Company so that Executive's net after-tax proceeds with respect to the Total Payments (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on the Payment) shall be maximized. The Repayment Amount shall be zero if a Repayment Amount of more than zero would not result in Executive's net after-tax proceeds with respect to the Total Payments being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, the Executive shall pay the Excise Tax.

(d) Notwithstanding any other provision of this Section 16, if (i) there is a reduction in the Total Payments as described in this Section 16, (ii) the IRS later determines that Executive is liable for the Excise Tax, the payment of which would result in the maximization of Executive's net after-tax proceeds (calculated as if Executive's benefits had not previously been reduced), and (iii) Executive pays the Excise Tax, then the Company shall pay to Executive those payments or benefits which were reduced pursuant to this Section 16 as soon as administratively possible after Executive pays the Excise Tax so that Executive's net after-tax proceeds with respect to the Total Payments are maximized.

17. Competition/Confidentiality.

(a) Acknowledgments by Executive. Executive acknowledges that (a) during the Term and as a part of Executive's employment, Executive has been and will be afforded access to

Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; (c) because Executive possesses substantial technical expertise and skill with respect to the Company's business, Company desires to obtain exclusive ownership of each invention by Executive while Executive is employed by the Company, and Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each such invention by Executive; and (d) the provisions of this Section 17 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide Company with exclusive ownership of all inventions and works made or created by Executive.

(b) Confidential Information. (i) The Executive acknowledges that during the Term Executive will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Executive shall hold such Confidential Information in strictest confidence and never at any time, during or after Executive's employment terminates, directly or indirectly use for Executive's own benefit or otherwise (except in connection with the performance of any duties as an employee hereunder) any Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

(ii) As used in this Agreement, the term "Confidential Information" shall include, but not be limited to, any of the following information relating to Company learned by the Executive during the Term or as a result of Executive's employment with Company:

(A) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(B) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(C) any trade secret or confidential information of or concerning any business operation or business relationship;

(D) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software is used in combination or alone;

(E) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information

(including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(F) information concerning the Company's employees, officers, directors and shareholders; and

(G) any other trade secret or information of a confidential or proprietary nature.

(iii) Executive shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by Executive to be for the benefit of the Company, and will, at Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Executive may at any time have within his possession or control that contain any Confidential Information.

(iv) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Executive or which has become rightfully available to Executive on a non-confidential basis from any third party, the disclosure of which to Executive does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure by Executive or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

(v) Executive will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Executive's duties at home or while traveling, or except as otherwise specifically authorized by Company) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Executive recognizes that, as between Company and Executive, all of the Proprietary Items, whether or not developed by Executive, are the exclusive property of the Company. Upon termination of Executive's employment by either party, or upon the request of Company during the Term, Executive will return to Company all of the Proprietary Items in Executive's possession or subject to Executive's control, including all equipment (e.g., laptop computers, cell phone, portable e-mail devices, etc.), documents, files and data, and Executive shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

18. Proprietary Developments.

(a) Any and all inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae (collectively, hereinafter referred to as "Developments"), made, conceived, developed, or created by Executive (alone or in conjunction with others, during regular work hours or otherwise) during Executive's employment,

which may be directly or indirectly useful in, or relate to, the business conducted or to be conducted by the Company will be promptly disclosed by Executive to Company and shall be Company's exclusive property. The term "Developments" shall not be deemed to include inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae which were in the possession of Executive prior to the Term. Executive hereby transfers and assigns to Company all proprietary rights which Executive may have or acquire in any Developments and Executive waives any other special right which the Executive may have or accrue therein. Executive will execute any documents and to take any actions that may be required, in the reasonable determination of Company's counsel, to effect and confirm such assignment, transfer and waiver, to direct the issuance of patents, trademarks, or copyrights to Company with respect to such Developments as are to be Company's exclusive property or to vest in Company title to such Developments; provided, however, that the expense of securing any patent, trademark or copyright shall be borne by Company. The parties agree that Developments shall constitute Confidential Information.

(b) "Work Made for Hire." Any work performed by Executive during Executive's employment with Company shall be considered a "Work Made for Hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of Company. In the event it should be established that such work does not qualify as a Work Made for Hire, Executive agrees to and does hereby assign to Company all of Executive's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

19. Non-Competition and Non-Interference.

(a) Acknowledgments by Executive. Executive acknowledges and agrees that: (a) the services to be performed by Executive under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 19 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Executive's ability to earn a living.

(b) Covenants of Executive. For purposes of this Section 19, the term "Restricted Period" shall mean the period commencing as of the date of this Agreement and terminating on the second anniversary (or, in the case of Section 19(b)(i), the first anniversary), of the date Executive's employment terminated *provided that* the "Restricted Period" also shall encompass any period of time from whichever anniversary date is applicable until and ending on the last date Executive is to be paid any payment under Section 15 hereof. In consideration of the acknowledgments by Executive, and in consideration of the compensation and benefits to be paid or provided to Executive by Company, Executive covenants and agrees that during the Restricted Period, the Executive will not, directly or indirectly, for Executive's own benefit or for the benefit of any other person or entity other than the Company:

(i) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be employed by a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where Executive then lives or conducts such activities); perform any work as an employee,

consultant (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company), contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where Executive then lives or conducts such activities); or directly or indirectly provide any services or advice to a any business, person or entity who or which is engaged in a Competitive Business (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company). A "Competitive Business" is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business; owns or operates a cable television system; provides direct television or any satellite-based, telephone system-based, internet based or wireless system for delivering television, music or other entertainment programming (other than as an ancillary service, such as cellular telephone providers); provides telephony services using any wired connection or fixed (as opposed to mobile) wireless application; provides data or internet access services; or offers, provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time Executive's employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section 19 shall not be construed or applied (i) so as to prohibit Executive from owning not more than five percent (5%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as Executive's investment is passive and Executive does not lend or provide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (ii) so as to prohibit Executive from working as an employee in the cable television business for a company/business that owns or operates cable television franchises (by way of current example only, Time Warner, Cablevision, Cox or Comcast), *provided that* the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services (other than nominal overlaps of service areas) and the company/business is otherwise not engaged in a Competitive Business, and provided Executive does not otherwise violate the terms of this Agreement in connection with that work;

(ii) contact, solicit or provide any service to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Executive's employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Executive's employment terminated); or directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchased by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(iii) solicit or recruit for employment, any person or persons who are employed by Company or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the date Executive's employment terminated, or otherwise interfere with the relationship between any such person and the Company; nor will the Executive assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees.

If Executive violates any covenant contained in this Section 19, then the term of the covenants in this Section shall be extended by the period of time Executive was in violation of the same.

(c) Provisions Pertaining to the Covenants. Executive recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 19 shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Executive's employment terminates. It is agreed that the Executive's services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Executive's breach of this Section, Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits hereunder. If any provision of Sections 17, 18 or 19 of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Company the maximum restriction on Executive's activities permitted by applicable law in such circumstances. Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non existence of any other similar agreement for anyone else employed by Company or by Company's failure to exercise any of its rights under any such agreement.

(d) Notices. In order to preserve Company's rights under this Agreement, Company is authorized to advise any potential or future employer, any third party with whom Executive may become employed or enter into any business or contractual relationship with, and any third party whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and Company shall not be liable for doing so.

(e) Injunctive Relief and Additional Remedy. Executive acknowledges that the injury that would be suffered by Company as a result of a breach of the provisions of this Agreement (including any provision of Sections 17, 18 and 19) would be irreparable and that an award of monetary damages to Company for such a breach would be an inadequate remedy. Consequently, Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and Company will not be obligated to post bond or other security in seeking such relief. Without limiting Company's rights under this Section or any other remedies of Company, if

Executive breaches any of the provisions of Sections 17, 18 or 19, Company will have the right to cease making any payments otherwise due to Executive under this Agreement.

(f) Covenants of Sections 17, 18 and 19 are Essential and Independent Covenants. The covenants by Executive in Sections 17, 18 and 19 are essential elements of this Agreement, and without Executive's agreement to comply with such covenants, Company would not have entered into this Agreement or employed Executive. Company and Executive have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by Company. Executive's covenants in Sections 17, 18 and 19 are independent covenants and the existence of any claim by Executive against Company, under this Agreement or otherwise, will not excuse Executive's breach of any covenant in Section 17, 18 or 19. If Executive's employment hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of Executive in Sections 17, 18 and 19. The Company's right to enforce the covenants in Sections 17, 18 and 19 shall not be adversely affected or limited by the Company's failure to have an agreement with another employee with provisions at least as restrictive as those contained in Sections 17, 18 or 19, or by the Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in Sections 17, 18 and 19 of this Agreement.

20. Executive's Representations And Further Agreements.

(a) Executive represents, warrants and covenants to Company that:

(i) Neither the execution and delivery of this Agreement by Executive nor the performance of any of Executive's duties hereunder in accordance with the Agreement will violate, conflict with or result in the breach of any order, judgment, employment contract, agreement not to compete or other agreement or arrangement to which Executive is a party or is subject;

(ii) On or prior to the date hereof, Executive has furnished to Company true and complete copies of all judgments, orders, written employment contracts, agreements not to compete, and other agreements or arrangements restricting Executive's employment or business pursuits, that have current application to Executive;

(iii) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, and that prior to assenting to the terms of this Agreement, or giving the representations and warranties herein, Executive has been given a reasonable time to review it and has consulted with counsel of Executive's choice; and

(iv) Executive has not provided, nor been requested by Company to provide, to Company, any confidential or non public document or information of a former employer that constitutes or contains any protected trade secret, and will not use any protected trade secrets in connection with the Executive's employment.

(b) During and subsequent to expiration of the Term, the Executive will cooperate with Company, and furnish any and all complete and truthful information, testimony or affidavits in connection with any matter that arose during the Executive's employment, that in any way relates to the business or operations of the Company or any of its parent or subsidiary corporations or affiliates, or of which the Executive may have any knowledge or involvement; and will consult with and provide information to Company and its representatives concerning such matters. Executive shall fully cooperate with Company in the protection and enforcement of any intellectual property rights that relate to services performed by Executive for Company, whether under the terms of this Agreement or prior to the execution of this Agreement. This shall include without limitation executing, acknowledging, and delivering to Company all documents or papers that may be necessary to enable Company to publish or protect such intellectual property rights. Subsequent to the Term, the parties will make their best efforts to have such cooperation performed at reasonable times and places and in a manner as not to unreasonably interfere with any other employment in which Executive may then be engaged. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony, sworn statement or declaration that is not complete and truthful. If Company requires the Executive to travel outside the metropolitan area in the United States where the Executive then resides to provide any testimony or otherwise provide any such assistance, then Company will reimburse the Executive for any reasonable, ordinary and necessary travel and lodging expenses incurred by Executive to do so provided the Executive submits all documentation required under Company's standard travel expense reimbursement policies and as otherwise may be required to satisfy any requirements under applicable tax laws for Company to deduct those expenses. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony or affidavit that is not complete and truthful.

21. **Mutual Non-Disparagement.** Neither the Company nor Executive shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the business or legal community or in the telecommunications industry.

22. **Foreign Corrupt Practices Act.** Executive agrees to comply in all material respects with the applicable provisions of the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, which provides generally that: under no circumstances will foreign officials, representatives, political parties or holders of public offices be offered, promised or paid any money, remuneration, things of value, or provided any other benefit, direct or indirect, in connection with obtaining or maintaining contracts or orders hereunder. When any representative, employee, agent, or other individual or organization associated with Executive is required to perform any obligation related to or in connection with this Agreement, the substance of this section shall be imposed upon such person and included in any agreement between Executive and any such person. Failure by Executive to comply with the provisions of the FCPA shall constitute a material breach of this Agreement and shall entitle the Company to terminate Executive's employment for Cause.

23. **Purchases and Sales of the Company's Securities.** Executive has read and agrees to comply in all respects with the Company's Policy Regarding the Purchase and Sale of the Company's Securities by Employees, as such Policy may be amended from time to time.

Specifically, and without limitation, Executive agrees that Executive shall not purchase or sell stock in the Company at any time (a) that Executive possesses material non-public information about the Company or any of its businesses; and (b) during any "Trading Blackout Period" as may be determined by the Company as set forth in the Policy from time to time.

24. **Indemnification.** (a) If Executive is made a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, a "Covered Person"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection therewith; *provided, however*, that, except as provided in Section 24(c) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board.

(b) The Corporation shall pay the expenses (including attorneys' fees) incurred by Executive in defending any such proceeding in advance of its final disposition (hereinafter, an "advancement of expenses"), *provided, however*, that, if the Delaware General Corporation Law so requires, an advancement of expenses incurred by Executive in his or her capacity as such shall be made only upon delivery to the Corporation of an undertaking (hereinafter, an "Undertaking"), by or on behalf of such Executive, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "Final Adjudication") that Executive was not entitled to be indemnified for such expenses under this Section 24 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Subsections 24(a) and (b) hereof shall be contract rights and such rights shall continue even after Executive ceases to be employed by the Company and shall inure to the benefit of Executive's heirs, executors and administrators.

(c) If a claim under Section 24(a) or (b) hereof is not paid in full by the Company within sixty (60) days after a written claim therefore has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, Executive may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If Executive is successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, Executive shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by Executive to enforce a right to indemnification hereunder (but not in a suit brought by Executive to enforce a right to an advancement of expenses)

it shall be a defense that, and (ii) any suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, the Company shall be entitled to recover such expenses upon a final adjudication that, Executive has not met the applicable standard for indemnification set forth in the Delaware General Corporation Law. To the fullest extent permitted by law, neither the failure of the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of Executive is proper in the circumstances because the Executive has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption that Executive has not met the applicable standard of conduct or, in the case of such a suit brought by Executive, be a defense to such suit. In any suit brought by Executive to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that Executive is not entitled to be indemnified, or to such advancement of expenses, under this Section 24 or otherwise shall, to the extent permitted by law, be on the Company.

(d) The rights to indemnification and to the advancement of expenses conferred in this Section 24 shall not be exclusive of any other right of indemnification which Executive or any other person may have or hereafter acquire by any statute, the Corporation's Certificate of Incorporation or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

(e) The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

25. **Withholding.** Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive or his estate or beneficiary shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to applicable law or regulation.

26. **Notices.** Any written notice required by this Agreement will be deemed provided and delivered to the intended recipient when (a) delivered in person by hand; or (b) three days after being sent via U.S. certified mail, return receipt requested; or (c) the day after being sent via by overnight courier, in each case when such notice is properly addressed to the following address and with all postage and similar fees having been paid in advance:

If to the Company: Charter Communications, Inc.
Attn.: Human Resources
12405 Powerscourt Drive
St. Louis, MO 63131

If to Executive: 12405 Powerscourt Drive
St. Louis, MO 63131

Either party may change the address to which notices, requests, demands and other communications to such party shall be delivered personally or mailed by giving written notice to the other party in the manner described above.

27. **Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns.

28. **Entire Agreement.** As of the Effective Date, the Employee and the Company hereby irrevocably agree that the Old Employment Agreement is hereby terminated in its entirety, and neither party thereto shall have any rights or obligations under the Old Employment Agreement, including but not limited to, in the case of the Employee, any right to any severance payment or benefit. This Agreement constitutes the entire agreement between the listed parties with respect to the subject matter described in this Agreement and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect to such subject matter, except to the extent said agreements, understandings and arrangements are referenced or referred to in this Agreement. This Agreement may not be modified, amended, altered or rescinded in any manner, except by written instrument signed by both of the parties hereto; provided, however, that the waiver by either party of a breach or compliance with any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or compliance. Except to the extent the terms hereof are explicitly and directly inconsistent with the terms of the Plan, nothing herein shall be deemed to override or replace the terms of the Plan, including but not limited to sections 6.4, 9.4 and 10.4 thereof.

29. **Severability.** In case any one or more of the provisions of this Agreement shall be held by any court of competent jurisdiction or any arbitrator selected in accordance with the terms hereof to be illegal, invalid or unenforceable in any respect, such provision shall have no force and effect, but such holding shall not affect the legality, validity or enforceability of any other provision of this Agreement provided that the provisions held illegal, invalid or unenforceable does not reflect or manifest a fundamental benefit bargained for by a party hereto.

30. **Assignment.** Subject to the Executive's right to terminate in the event of a Change of Control hereunder, this Agreement can be assigned by the Company only to a company that controls, is controlled by, or is under common control with the Company and which assumes all of the Company's obligations hereunder. The duties and covenants of Executive under this Agreement, being personal, may not be assigned or delegated except that Executive may assign payments due hereunder to a trust established for the benefit of Executive's family or to Executive's estate or to any partnership or trust entered into by Executive and/or Executive's immediate family members (meaning, Executive's spouse and lineal descendants). This agreement shall be binding in all respects on permissible assignees.

31. **Notification.** In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any third party with whom Executive may become employed or

enter into any business or contractual relationship with, or whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and the Company shall not be liable for doing so.

32. **Choice of Law/Jurisdiction** This Agreement is deemed to be accepted and entered into in St. Louis County, Missouri. Executive and the Company intend and hereby acknowledge that jurisdiction over disputes with regard to this Agreement, and over all aspects of the relationship between the parties hereto, shall be governed by the laws of the State of Missouri without giving effect to its rules governing conflicts of laws. Executive agrees that in any suit to enforce this Agreement, or as to any dispute that arises between the Company and the Executive regarding or relating to this Agreement and/or any aspect of Executive's employment relationship with Company, venue and jurisdiction are proper in the County of St. Louis, and (if federal jurisdiction exists) the United States District Court for the Eastern Division of Missouri in St. Louis, and Executive waives all objections to jurisdiction and venue in any such forum and any defense that such forum is not the most convenient forum.

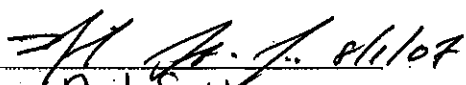
33. **Section Headings**. The section headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.

34. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

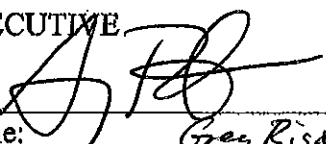
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Charter Communications, Inc.

By: 
Name: Neil Smith
Title: President / CEO

EXECUTIVE


Name: Greg Risdan
Address: 5251 Westminster Dr.
St. Louis, MO
63108

Charter Communications
Grant Summary Report
Exhibit A

Activity as of 6/25/2007

Grant Date	Grant Type	Grant Price	Granted	Exercised	Canceled	Subject to Repurchase	Outstanding	Vested	Outstanding Exercisable
2001 Non-Qualified Stock Options									
Gregory S. Rigdon									
1/16/2006	Non-Qualified	\$1.220000	233,700	0	0	0	233,700	58,425	58,425
3/10/2006	Non-Qualified	\$1.000000	83,700	0	0	0	83,700	20,925	20,925
3/10/2006	Restricted	\$0.000000	81,000	0	0	0	81,000	0	0
3/10/2006	Restricted	\$0.000000	48,600	0	0	0	48,600	0	0
12/29/2006	Restricted	\$0.000000	50,000	0	0	0	50,000	0	0
3/9/2007	Non-Qualified	\$2.835000	31,100	0	0	0	31,100	0	0
3/9/2007	Restricted	\$0.000000	72,585	0	0	0	72,585	0	0
Options Total			600,685	0	0	0	600,685	79,350	79,350
Plan Totals			600,685	0	0	0	600,685	79,350	79,350

Exhibit B

Top Talent Retention Plan

Greg Rigdon

Plan Award	\$ 325,000	
<i>100% of base salary as of April 15, 2006 or hire date.</i>		
Vesting date	4/1/2008	4/1/2010
% of Plan Award	40%	60%
Payout	\$130,000	\$195,000

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "**Agreement**"), dated and effective the 25 day of Oct. 2007 (the "**Effective Date**") is made by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "**Company**"), and Kevin D. Howard, an adult resident of Missouri, the "**Executive**").

RECITALS:

WHEREAS, the Executive and the Company have previously entered into that certain Employment Agreement dated February 15, 2006 (the "**Old Employment Agreement**") and the parties desire to amend and restate in its entirety the Old Employment Agreement;

WHEREAS, it is the desire of the Company to assure itself of the services of Executive by engaging Executive as its Vice President, Controller and Chief Accounting Officer and the Executive desires to serve the Company on the terms herein provided;

WHEREAS, Executive's agreement to the terms and conditions of Sections 16 and 18 are a material and essential condition of Executive's employment with the Company hereafter under the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. **Certain Definitions.**

(a) "Allen" shall mean Paul G. Allen (and his heirs or beneficiaries under his will(s), trusts or other instruments of testamentary disposition), and any entity or group over which Paul G. Allen has Control and that constitutes a Person as defined herein. For the purposes of this definition, "**Control**" means the power to direct the management and policies of an entity or to appoint or elect a majority of its governing board.

(b) "Annual Base Salary" shall have the meaning set forth in Section 5.

(c) "Board" shall mean the Board of Directors of the Company.

(d) "Bonus" shall have the meaning set forth in Section 6.

(e) The Company shall have "Cause" to terminate Executive's employment hereunder upon Executive's:

(i) Executive's breach of a material obligation (which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach) or representation under this Agreement or breach of any fiduciary duty to the Company which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach; or any act of fraud or knowing material misrepresentation or concealment upon, to or from the Company or the Board;

(ii) Executive's failure to adhere in any material respect to (i) the Company's Code of Conduct in effect from time to time and applicable to officers and/or employees generally, or (ii) any written Company policy, if such policy is material to the effective performance by Executive of the Executive's duties under this Agreement, and if Executive has been given a reasonable opportunity to cure this failure to comply within a period of time which is reasonable under the circumstances but not more than the thirty (30) day period after written notice of such failure is provided to Executive; *provided that* if Executive cures this failure to comply with such a policy and then fails again to comply with the same policy, no further opportunity to cure that failure shall be required;

(iii) Executive's failure or refusal to perform any lawful duty or assignment normally and reasonably considered to be within the scope of the duties of an executive in the position of Executive which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach; or the appropriation (or attempted appropriation) of a material business opportunity of the Company, including attempting to secure or securing any personal profit in connection with any transaction entered into on behalf of the Company (other than through stock options, bonuses and other incentives provided by the Company to Executive);

(iv) Executive's misappropriation (or attempted misappropriation) of any of the Company's funds or property;

(v) Executive's conviction of, the entering of a guilty plea or plea of *nolo contendere* or no contest (or the equivalent), or entering into any pretrial diversion program or agreement or suspended imposition of sentence, with respect to either a felony or a crime that adversely affects or could reasonably be expected to adversely affect the Company or its business reputation; or the institution of criminal charges against Executive, which are not dismissed within sixty (60) days after institution, for fraud, embezzlement, any felony offense involving dishonesty or constituting a breach of trust, or any felony (including without limitation a crime in any jurisdiction other than the United States or any state thereof in which Company does business which would constitute such a felony under the laws of the United States or any state thereof);

(vi) Executive's admission of liability of, or finding of liability, for a knowing and deliberate violation of any "Securities Laws." As used herein, the term "Securities Laws" means any federal or state law, rule or regulation governing generally the issuance or exchange of securities, including without limitation the Securities Act of 1933, the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder;

(vii) conduct by Executive in connection with Executive's employment that constitutes gross neglect of any material duty or responsibility, willful misconduct, or recklessness which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach;

(viii) Executive's illegal possession or use of any controlled substance, or excessive use of alcohol at a work function, in connection with Executive's duties, or on Company premises; "excessive" meaning either repeated unprofessional use or any single event of consumption giving rise to significant intoxication or unprofessional behavior;

(ix) willful or grossly negligent commission of any other act or failure to act in connection with the Executive's duties as an executive of the Company which causes or reasonably may be expected (as of the time of such occurrence) to cause substantial economic injury to or substantial injury to the business reputation of the Company or any subsidiary or affiliate of the Company, including, without limitation, any material violation of the Foreign Corrupt Practices Act, as described herein below.

If Executive commits or is charged with committing any offense of the character or type specified in subparagraphs 1(e)(v), (vi) or (ix) above, then the Company at its option may suspend the Executive with or without pay. If the Executive subsequently is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any such offense (or any matter that gave rise to the suspension), the Executive shall immediately repay any compensation paid in cash hereunder from the date of the suspension. Notwithstanding anything to the contrary in any stock option or equity incentive plan or award agreement, all vesting and all lapsing of restrictions on restricted shares shall be tolled during the period of suspension and all unvested options and restricted shares for which the restrictions have not lapsed shall terminate and not be exercisable by or issued to Executive if during or after such suspension the Executive is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any offense specified in subparagraphs 1(e)(v), (vi) or (ix) above or any matter that gave rise to the suspension.

(f) "Change of Control" shall be deemed to have occurred if:

(i) any Person is or becomes a "beneficial owner" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act), directly or indirectly, of securities representing the Applicable Percentage (as defined below) or more of the total voting power of all of the Company's then outstanding voting securities. For purposes of this Section 1(f), the term "Person" shall not include: (A) the Company or any of its subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries, or (C) an underwriter temporarily holding securities pursuant to an offering of said securities, or (D) Allen. For purposes of this Agreement, in the case of a recapitalization or other exchange involving the exchange of Company voting stock for the Company's debt, the group of debtholders that acquires such Company voting stock as the result of such recapitalization or exchange shall not be treated as a single Person solely by reason of such recapitalization or exchange; or

(ii) the occurrence of a merger, consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), in each case, unless following such Business Combination: (A) all or substantially all of the individuals and entities who were the "beneficial owners" (as determined for purposes of Regulation

13D-G, as currently in effect, of the Exchange Act) of the outstanding voting securities of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, securities representing more than fifty percent (50%) of the total voting power of the then outstanding voting securities of the entity resulting from such Business Combination (or such assets as the case may be) or the parent of such entity in substantially the same proportionate ownership as in effect immediately prior to the Business Combination (the "Resulting Entity"); and (B) a majority of the members of the board of directors or other governing body of the Resulting Entity were members of the Board at the time of the execution of the initial agreement, or at the time of the action of the Board, providing for such Business Combination; or

(iii) the consummation of a plan of complete liquidation or dissolution of the Company; or

(iv) if and when Allen shall no longer have the power to appoint a majority of the Board, during any period of two (2) consecutive calendar years, individuals who either (A) at the beginning of such period are members of the Board ("Incumbent Directors"), or (B) whose election to the Board during such period is approved by a vote of the majority of those members of the Board who are Incumbent Directors at the time of such approval, whereupon such individual so approved shall be treated as an Incumbent Director with respect to future approvals, cease for any reason to constitute a majority of the Board.

Notwithstanding the foregoing subsections 1(f)(i) through (iii), a Change of Control shall not include any transaction or series of transactions, including any transactions described above if, following such transaction or transactions, (x) Allen has the largest percentage ownership of the voting securities in the Company or any successor or surviving corporation held by any Person (other than any Person that includes Allen), provided such percentage ownership is more than twenty-five percent or (y) Allen has the power to appoint a majority of the members of the Board of Directors.

For purposes of this definition, (A) at all times that Allen is or are the "beneficial owner(s)" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of securities representing in the aggregate at least fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means fifty percent (50%); and (B) at all times that Allen is or are the beneficial owner(s) of securities representing in the aggregate less than fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means any percentage that is more than the greater of (1) the percentage of the total voting power of all of the Company's then outstanding voting securities represented by securities beneficially owned by Allen or (2) twenty-five percent (25%).

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) “Committee” shall mean either the Compensation and Benefits Committee of the Board, or a Subcommittee of such Committee duly appointed by the Board or the Committee.

(i) “Company” shall have the meaning set forth in the preamble hereto.

(j) “Company Stock” shall mean the \$.10 par value common stock of the Company.

(k) “Date of Termination” shall mean (i) if Executive’s employment is terminated by Executive’s death, the date of Executive’s death and (ii) if Executive’s employment is terminated pursuant to Section 14(a)(ii) – (vi), the date of termination of employment, as defined in 409(A) regulations under the Code.

(l) For purposes of this Agreement, Executive will be deemed to have a “Disability” if, due to illness, injury or a physical or medically recognized mental condition, (a) Executive is unable to perform Executive’s duties under this Agreement with reasonable accommodation for 120 consecutive days, or 180 days during any twelve month period, as determined in accordance with this Section, or (b) Executive is considered disabled for purposes of receiving / qualifying for long term disability benefits under any group long term disability insurance plan or policy offered by Company in which Executive participates. The Disability of Executive will be determined by a medical doctor selected by written agreement of Company and Executive upon the request of either party by notice to the other, or (in the case of and with respect to any applicable long term disability insurance policy or plan) will be determined according to the terms of the applicable long term disability insurance policy / plan. If Company and Executive cannot agree on the selection of a medical doctor, each of them will select a medical doctor and the two medical doctors will select a third medical doctor who will determine whether Executive has a Disability. The determination of the medical doctor selected under this Section will be binding on both parties. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this Section, and to other specialists designated by such medical doctor, and Executive hereby authorizes the disclosure and release to Company of such determination and all supporting medical records. If Executive is not legally competent, Executive’s legal guardian or duly authorized attorney-in-fact will act in Executive’s stead under this Section for the purposes of submitting Executive to the examinations, and providing the authorization of disclosure, required under this Section.

(m) “Executive” shall have the meaning set forth in the preamble hereto.

(n) “Good Reason” shall mean any of the events described herein that occur without Executive’s prior written consent: (i) any reduction in Executive’s Annual Base Salary or Target Bonus Percentage, except as permitted hereunder, (ii) any failure to pay Executive’s compensation hereunder when due; (iii) any material breach by the Company of a term hereof; (iv) relocation of Executive’s primary workplace to a location that is more than fifty (50) miles from the office where Executive is then assigned to work as Executive’s principal office (in each case “(i)” through “(iv)” only if Executive objects in writing within 30 days after being informed of such events and unless Company retracts and/or rectifies the claimed Good Reason within 30 days

following Company's receipt of timely written objection from Executive); or (v) the failure of a successor to the business of the Company to assume the Company's obligations under this Agreement in the event of a Change of Control during its term.

(o) "Notice of Termination" shall have the meaning set forth in Section 14(b).

(p) "Options" shall have the meaning set forth in Section 7.

(q) "Performance Unit" and "Performance Shares" shall have the meaning set forth in Section 9 hereof.

(r) "Person" shall have the meaning set forth in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934.

(s) "Plan" shall mean the 2001 Stock Incentive Plan as amended by the Company from time to time.

(s) "Restricted Shares" shall have the meaning set forth in Section 8.

(t) "Term" shall have the meaning set forth in Section 2.

(u) "Voluntary" and "Voluntarily" in connection with Executive's termination of employment shall mean a termination of employment resulting from the initiative of the Executive, excluding a termination of employment attributable to Executive's death or Disability. A resignation by Executive that is in response to a communicated intent by the Company to discharge Executive other than for Cause is not considered to be "Voluntary" and shall be considered to be a termination by the Company for the purposes of this Agreement.

2. **Employment Term.** The Company hereby employs the Executive, and the Executive hereby accepts his employment, under the terms and conditions hereof, for the period (the "Term") beginning on the Effective Date hereof and terminating upon the earlier of (i) October 1, 2009 (the "Initial Term") and (ii) the Date of Termination as defined in Section 1(k).

3. **Position and Duties.** Executive shall serve as Vice President, Controller and Chief Accounting Officer initially reporting to the Chief Financial Officer but with such other reporting relationships as shall be determined by the Chief Executive Officer from time to time", with such responsibilities, duties and authority as are customary for such role, including, but not limited to, overall management responsibility for financial reporting and accounting operations of the Company. Executive shall devote all necessary business time and attention, and employ Executive's reasonable best efforts, toward the fulfillment and execution of all assigned duties, and the satisfaction of defined annual and/or longer-term performance criteria.

4. **Place of Performance.** In connection with Executive's employment during the Term, Executive's initial primary workplace shall be the Company's offices in or near St. Louis, Missouri except for necessary travel on the Company's business.

5. **Annual Base Salary.** During the Term, Executive shall receive a base salary at a rate not less than \$250,000.00 per annum (the “Annual Base Salary”), less standard deductions, paid in accordance with the Company’s general payroll practices for executives, but no less frequently than monthly. The Annual Base Salary shall compensate Executive for any official position or directorship of a subsidiary or affiliate that Executive is asked to hold in the Company or its subsidiaries or affiliates as a part of Executive’s employment responsibilities. No less frequently than annually during the Term, the Committee, on advice of the Company’s Chief Executive Officer, shall review the rate of Annual Base Salary payable to Executive, and may, in its discretion, increase the rate of Annual Base Salary payable hereunder; *provided, however*, that any increased rate shall thereafter be the rate of “Annual Base Salary” hereunder.

6. **Bonus.** Except as otherwise provided for herein, for each fiscal year or other period consistent with the Company’s then-applicable normal employment practices during which Executive is employed hereunder on the last day (the “Bonus Year”), Executive shall be eligible to receive a bonus in an amount up to 40% of Executive’s Annual Base Salary (the “Bonus” and bonuses at such percentage of Annual Base Salary being the “Target Bonus”) pursuant to, and as set forth in, the terms of the Executive Bonus Plan as such Plan may be amended from time to time, plus such other bonus payments, if any, as shall be determined by the Committee in its sole discretion, with such Bonus being paid on or before February 28 of the year next following the Bonus Year, or as soon as is administratively practicable thereafter (e.g., after the public disclosure of the Company’s financial results for the prior year on SEC Form 10-K or on such replacement form as the SEC shall determine, for those years as the Company’s securities are traded publicly, and the Company’s annual financial results are reported to the shareholders, for those (if any) years as the Company’s securities are not traded publicly).

7. **Stock Options.** The Company has previously granted to Executive options to purchase shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee’s discretion, grant to Executive additional options to purchase shares of Company Stock (all of such options, collectively, the “Options”) pursuant to the terms of the Plan, any successor plan and an associated Stock Option Agreement.

8. **Restricted Shares.** The Company has previously granted to Executive Restricted Shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee’s discretion, grant to Executive Restricted Shares (collectively, the “Restricted Shares”), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Restricted Shares Grant Letter.

9. **Performance Shares Units.** The Company has previously granted to Executive Performance Share Units of which some have been converted into Performance Shares (which are not aggregated in the forgoing description of Restricted Shares) as set forth in Exhibit A hereto, and may, in the Committee’s discretion, grant to Executive further Performance Share Units (collectively, the “Performance Units”), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Performance Unit Grant Letter.

10. **Top Talent Retention Plan.** Executive currently is a participant in the Company’s 2006 Top Talent Retention Plan with a Plan Award (as defined in such Plan) as set forth in Exhibit

B and shall remain a participant in such Plan under the terms therefore for the term of this Agreement.

11. **Benefits.** Executive shall be entitled to receive such benefits and to participate in such employee group benefit plans, including life, health and disability insurance policies, and financial planning services, and other perquisites and plans as are generally provided by the Company to its senior executives of comparable level and responsibility in accordance with the plans, practices and programs of the Company, as amended from time to time.

12. **Expenses.** The Company shall reimburse Executive for all reasonable and necessary expenses incurred by Executive in connection with the performance of Executive's duties as an employee of the Company in accordance with the Company's generally applicable policies and procedures. Such reimbursement is subject to the submission to the Company by Executive of appropriate documentation and/or vouchers in accordance with the customary procedures of the Company for expense reimbursement, as such procedures may be revised by the Company from time to time hereafter.

13. **Vacations.** Executive shall be entitled to paid vacation in accordance with the Company's vacation policy as in effect from time to time *provided that*, in no event shall Executive be entitled to less than three (3) weeks vacation per calendar year. Executive shall also be entitled to paid holidays and personal days in accordance with the Company's practice with respect to same as in effect from time to time.

14. **Termination.**

(a) Executive's employment hereunder may be terminated by the Company, on the one hand, or Executive, on the other hand, as applicable, without any breach of this Agreement, under the following circumstances:

(i) **Death.** Executive's employment hereunder shall automatically terminate upon Executive's death.

(ii) **Disability.** If Executive has incurred a Disability, the Company may give Executive written notice of its intention to terminate Executive's employment. In such event, Executive's employment with the Company shall terminate effective on the 14th day after delivery of such notice to Executive, *provided that* within the 14 days after such delivery, Executive shall not have returned to full-time performance of Executive's duties. Executive may provide notice to the Company of Executive's resignation on account of a bona fide Disability at any time.

(iii) **Cause.** The Company may terminate Executive's employment hereunder for Cause effectively immediately upon delivery of notice to Executive, taking into account any procedural requirements set forth under Section 1(e) above.

(iv) **Good Reason.** Executive may terminate Executive's employment herein for Good Reason upon (i) satisfaction of any advance notice and other procedural

requirements set forth under Section 1(n) above for any termination pursuant to Section 1(n)(i) through (iv) or (ii) at least 30 days' advance written notice by the Executive for any termination pursuant to Section 1(n)(v).

(v) Without Cause. The Company may terminate Executive's employment hereunder without Cause upon at least 30 days' advance written notice to the Executive.

(vi) Resignation Without Good Reason. Executive may resign Executive's employment without Good Reason upon at least thirty (30) days' written notice to the Company.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 14 (other than pursuant to Sections 14(a)(i)) shall be communicated by a written notice (the "Notice of Termination") to the other party hereto, indicating the specific termination provision in this Agreement relied upon, setting forth in reasonable detail any facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and specifying a Date of Termination which notice shall be delivered within the applicable time periods set forth in subsections 14(a)(ii)-(vi) above (the "Notice Period"); *provided that* the Company may pay to Executive all Annual Base Salary, benefits and other rights due to Executive during such Notice Period instead of employing Executive during such Notice Period.

(c) Resignation from Representational Capacities. Executive hereby acknowledges and agrees that upon Executive's termination of employment with the Company for whatever reason, [s]he shall be deemed to have, and shall have in fact, effectively resigned from all executive, director or other positions with the Company or its affiliates at the time of such termination of employment, and shall return all property owned by the Company and in Executive's possession, including all hardware, files and documents, at that time.

(d) Termination in Connection with Change in Control. If Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, such termination shall be deemed to have occurred immediately before such Change in Control for purposes of this Agreement and the Plan.

15. Termination Pay

(a) Effective upon the termination of Executive's employment, Company will be obligated to pay Executive (or, in the event of Executive's death, the Executive's designated beneficiary as defined below) only such compensation as is provided in this Section 15, except to the extent otherwise provided for in any Company stock incentive, stock option or cash award plan (including, among others, the Plan), approved by the Board. For purposes of this Section 15, Executive's designated beneficiary will be such individual beneficiary or trust, located at such address, as Executive may designate by notice to Company from time to time or, if Executive fails to give notice to Company of such a beneficiary, Executive's estate. Notwithstanding the

preceding sentence, Company will have no duty, in any circumstances, to attempt to open an estate on behalf of Executive, to determine whether any beneficiary designated by Executive is alive or to ascertain the address of any such beneficiary, to determine the existence of any trust, to determine whether any person purporting to act as Executive's personal representative (or the trustee of a trust established by Executive) is duly authorized to act in that capacity, or to locate or attempt to locate any beneficiary, personal representative, or trustee.

(b) Termination by Executive for Good Reason or by Company without Cause. If prior to expiration of the Term, Executive terminates his or her employment for Good Reason, or if the Company terminates Executive's employment other than for Cause or Executive's death or Disability, Executive will be entitled to receive, subject to the conditions of this Agreement, the following:

(i) (A) all Annual Base Salary duly payable under the applicable plan for performance periods ending prior to the Date of Termination, but unpaid as of the Date of Termination, plus (B) in consideration for Executive's obligations set forth in Section 18 hereof, an amount equal to one (1) times the Executive's then-current rate of Annual Base Salary, which total sum shall be payable following the Date of Termination in twenty-six (26) equal bi-weekly installments in accordance with the Company's normal payroll practices *provided that*, if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) during such twelve (12) month period (and such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code), any amounts remaining payable to Executive hereunder shall be paid in a single lump sum immediately upon such Change of Control.

(ii) a *pro rata* bonus for the year during which the termination is effective (prorated for the period from the beginning of the year in question until the effective date of termination) if and to the extent a bonus otherwise is payable under the terms of the applicable incentive bonus plan as determined by the Board, based upon results for the entire year. This amount will be payable as and when incentive compensation under such plan for the year in question is paid to other participants generally but not later than two and one-half months after the end of the calendar year in which the termination is effective. The Board shall determine the amount of any such bonus and/or the extent to which any such bonus has been earned under the plan, in its sole discretion, considering results for the entire year and not just the period of Executive's employment.

(iii) if Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, the Company shall treat as earned all unvested Performance Units for which the performance term has not expired as of such Change of Control at the rate calculated pursuant to the Plan and the applicable Grant Letter, and shall immediately convert those Units into Restricted Shares and accelerate as of the Date of Termination the removal of restrictions on such shares.

(iv) all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the Date of Termination which are payable under and in accordance with this Agreement, which amount will be paid within thirty (30) days after the submission by Executive of properly completed reimbursement requests on the Company's standard forms;

(v) a lump sum payment (net after deduction of taxes and other required withholdings) equal to twelve (12) times the monthly cost, at the time Executive's employment terminated, for Executive to receive under COBRA the paid coverage for health, dental and vision benefits then being provided for Executive at the Company's cost at the time Executive's employment terminated. This amount will be paid at the same time the payment is made under Section 15(b)(i) and will not take into account future increases in costs during the applicable time period; and

(vi) notwithstanding anything to the contrary in any award agreement, Executive shall be deemed to be actively employed during the twelve (12) month period following termination of employment for purposes of vesting of all stock options, performance units and restricted stock; *provided that* if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) within such period, all remaining stock options that would have vested in the twelve (12) month period shall vest, and all remaining restricted stock and performance units whose restrictions would have lapsed in the twelve (12) month period shall have their restrictions lapse immediately upon such Change of Control; provided, however, that with respect to any equity-based compensation awards subject to Section 409A of the Code (as determined by independent tax counsel retained by the Company), vesting and/or the lapse of restrictions will only be accelerated if such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code, or the first subsequent time at which such distribution may be made in compliance with Section 409A of the Code; and

(vii) pay the cost of up to six (6) months, as required, of executive-level out-placement services (which provides as part of the outplacement the use of an office and secretarial support as near as reasonably practicable to Executive's residence).

provided, however, any of the benefits described in Section 15(b)(i) through (vii) that are due to be paid or awarded during the first six (6) months after the Date of Termination shall, to the extent required to avoid the tax consequences of Section 409A of the Code as determined by independent tax counsel, be suspended and paid after the six (6) month anniversary of Executive's Date of Termination.

(c) The Executive shall not be required to mitigate the amount of any payments provided in Section 15, by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 15 be reduced by any compensation earned by Executive as a result of employment by another company or business, or by profits earned by Employee from any

other source at any time before or after the date of Termination, so long as Executive is not in breach of the Agreement.

(d) Termination by Executive without Good Reason or by Company for Cause. If prior to the expiration of the Term or thereafter, Executive Voluntarily terminates Executive's employment prior to expiration of the Term without Good Reason or if Company terminates this Agreement for Cause, Executive will be entitled to receive Executive's then-existing Annual Base Salary only through the date such termination is effective and will be reimbursed for all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the date of termination which are payable under and in accordance with this Agreement; any unvested options and shares of restricted stock shall terminate as of the date of termination unless otherwise provided for in any applicable plan or award agreement; and Executive shall be entitled to no other compensation, bonus, payments or benefits except as expressly provided in this paragraph.

(e) Termination upon Disability or Death. If Executive's employment shall terminate by reason of Executive's Disability (pursuant to Section 14(a)(ii)) or death (pursuant to Section 14(a)(i)), the Company shall pay to Executive, in a lump sum cash payment as soon as practicable following the Date of Termination, all unpaid Annual Base Salary and Bonus previously earned for a performance periods ending prior to the Date of Termination, but unpaid as of the Date of Termination, and the *pro rata* portion of their Bonus for such year (when and as paid to other senior executives of the Company) for the Performance Period in which the termination occurred. In the case of Disability, if there is a period of time during which Executive is not being paid Annual Base Salary and not receiving long-term disability insurance payments, the Company shall make interim payments equal to such unpaid disability insurance payments to Executive until commencement of disability insurance payments; *provided that*, to the extent required to avoid the tax consequences of Section 409A of the Code, as determined by independent tax counsel, the first payment shall cover all payments scheduled to be made to Executive during the first six (6) months after the date Executive's employment terminates, and the first such payment shall be delayed until the day that is six (6) months after the date Executive's employment terminates.

(f) Benefits. Except as otherwise required by law, Executive's accrual of, and participation in plans providing for, the Benefits will cease at the effective Date of the Termination of employment.

(g) Conditions To Payments. To be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b)(i) and 15(e), Executive must comply with the provisions of Sections 16, 17 and 18. In addition, to be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b) and 15(e) Executive (or Executive's executor and personal representatives in case of death) must first execute and deliver to Company, and comply with, an agreement, in form and substance reasonably satisfactory to Company, effectively releasing and giving up all claims Executive may have against Company or any of its subsidiaries or affiliates (and each of their respective controlling shareholders, employees, directors, officers, plans, fiduciaries, insurers and agents) arising out of or based upon any facts or conduct occurring prior to that date. The agreement will be prepared by

Company, will be based upon the standard form (if any) then being utilized by Company for executive separations when severance is being paid, and will be provided to Executive at the time Executive's employment is terminated or as soon as administratively practicable thereafter (not to exceed five (5) business days). The agreement will require Executive to consult with Company representatives, and voluntarily appear as a witness for trial or deposition (and to prepare for any such testimony) in connection with, any claim which may be asserted by or against Company, any investigation or administrative proceeding, any matter relating to a franchise, or any business matter concerning Company or any of its transactions or operations. A copy of the standard form release being used by Company as of the date of this agreement for executive separations when severance is being paid is attached to this Agreement as Exhibit C. It is understood that the final document may not contain provisions specific to the release of a federal age discrimination claim if Executive is not at least forty (40) years of age, and may be changed as Company's chief legal counsel considers necessary and appropriate to enforce the same, including provisions to comply with changes in applicable laws and recent court decisions. Payments under and/or benefits provided by Section 15 will not be made unless and until Executive executes and delivers that agreement to Company within twenty-one (21) days (or 45 days, in the case of a widespread reduction in force) after delivery of the document (or such lesser time as Company's chief legal counsel may specify in the document) and all conditions to the effectiveness of that agreement and the releases contemplated thereby have been satisfied (including without limitation the expiration of any applicable revocation period without revoking acceptance).

(h) Survival. The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued hereunder prior to such expiration, subject to the terms of any agreement containing a general release provided by Executive.

16. **Competition/Confidentiality**.

(a) Acknowledgments by Executive. Executive acknowledges that (a) during the Term and as a part of Executive's employment, Executive has been and will be afforded access to Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; (c) because Executive possesses substantial technical expertise and skill with respect to the Company's business, Company desires to obtain exclusive ownership of each invention by Executive while Executive is employed by the Company, and Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each such invention by Executive; and (d) the provisions of this Section 16 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide Company with exclusive ownership of all inventions and works made or created by Executive.

(b) Confidential Information. (i) The Executive acknowledges that during the Term Executive will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Executive shall hold such Confidential Information in strictest confidence and never at any time, during or after Executive's employment terminates, directly or indirectly use for Executive's own benefit or otherwise (except in connection with the performance of any duties as an employee hereunder) any

Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

(ii) As used in this Agreement, the term "Confidential Information" shall include, but not be limited to, any of the following information relating to Company learned by the Executive during the Term or as a result of Executive's employment with Company:

(A) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(B) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(C) any trade secret or confidential information of or concerning any business operation or business relationship;

(D) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software is used in combination or alone;

(E) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information (including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(F) information concerning the Company's employees, officers, directors and shareholders; and

(G) any other trade secret or information of a confidential or proprietary nature.

(iii) Executive shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by Executive to be for the benefit of the Company, and will, at Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Executive may at any time have within his possession or control that contain any Confidential Information.

(iv) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Executive or which has become rightfully available to Executive on a non-confidential basis from any third party, the disclosure of which to Executive does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure by Executive or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

(v) Executive will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Executive's duties at home or while traveling, or except as otherwise specifically authorized by Company) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Executive recognizes that, as between Company and Executive, all of the Proprietary Items, whether or not developed by Executive, are the exclusive property of the Company. Upon termination of Executive's employment by either party, or upon the request of Company during the Term, Executive will return to Company all of the Proprietary Items in Executive's possession or subject to Executive's control, including all equipment (e.g., laptop computers, cell phone, portable e-mail devices, etc.), documents, files and data, and Executive shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

17. Proprietary Developments.

(a) Any and all inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae (collectively, hereinafter referred to as "Developments"), made, conceived, developed, or created by Executive (alone or in conjunction with others, during regular work hours or otherwise) during Executive's employment, which may be directly or indirectly useful in, or relate to, the business conducted or to be conducted by the Company will be promptly disclosed by Executive to Company and shall be Company's exclusive property. The term "Developments" shall not be deemed to include inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae which were in the possession of Executive prior to the Term. Executive hereby transfers and assigns to Company all proprietary rights which Executive may have or acquire in any Developments and Executive waives any other special right which the Executive may have or accrue therein. Executive will execute any documents and to take any actions that may be required, in the reasonable determination of Company's counsel, to effect and confirm such assignment, transfer and waiver, to direct the issuance of patents, trademarks, or copyrights to Company with respect to such Developments as are to be Company's exclusive property or to vest in Company title to such Developments; provided, however, that the expense of securing any patent, trademark or copyright shall be borne by Company. The parties agree that Developments shall constitute Confidential Information.

(b) "Work Made for Hire." Any work performed by Executive during Executive's employment with Company shall be considered a "Work Made for Hire" as defined in the U.S.

Copyright laws, and shall be owned by and for the express benefit of Company. In the event it should be established that such work does not qualify as a Work Made for Hire, Executive agrees to and does hereby assign to Company all of Executive's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

18. **Non-Competition and Non-Interference.**

(a) **Acknowledgments by Executive.** Executive acknowledges and agrees that: (a) the services to be performed by Executive under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 18 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Executive's ability to earn a living.

(b) **Covenants of Executive.** For purposes of this Section 18, the term "**Restricted Period**" shall mean the period commencing as of the date of this Agreement and terminating on the second anniversary (or, in the case of Section 18(b)(i), the first anniversary), of the date Executive's employment terminated *provided that* the "**Restricted Period**" also shall encompass any period of time from whichever anniversary date is applicable until and ending on the last date Executive is to be paid any payment under Section 15 hereof. In consideration of the acknowledgments by Executive, and in consideration of the compensation and benefits to be paid or provided to Executive by Company, Executive covenants and agrees that during the Restricted Period, the Executive will not, directly or indirectly, for Executive's own benefit or for the benefit of any other person or entity other than the Company:

(i) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be employed by a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where Executive then lives or conducts such activities); perform any work as an employee, consultant (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company), contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where Executive then lives or conducts such activities); or directly or indirectly provide any services or advice to a any business, person or entity who or which is engaged in a Competitive Business (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company). A "**Competitive Business**" is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business; owns or operates a cable television system; provides direct television or any satellite-based, telephone system-based, internet based or wireless system for delivering television, music or other entertainment programming (other than as an ancillary service, such as cellular telephone providers); provides

telephony services using any wired connection or fixed (as opposed to mobile) wireless application; provides data or internet access services; or offers, provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time Executive's employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section 18 shall not be construed or applied (i) so as to prohibit Executive from owning not more than five percent (5%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as Executive's investment is passive and Executive does not lend or provide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (ii) so as to prohibit Executive from working as an employee in the cable television business for a company/business that owns or operates cable television franchises (by way of current example only, Time Warner, Cablevision, Cox or Comcast), *provided that* the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services (other than nominal overlaps of service areas) and the company/business is otherwise not engaged in a Competitive Business, and provided Executive does not otherwise violate the terms of this Agreement in connection with that work;

(ii) contact, solicit or provide any service to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Executive's employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Executive's employment terminated); or directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchased by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(iii) solicit or recruit for employment, any person or persons who are employed by Company or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the date Executive's employment terminated, or otherwise interfere with the relationship between any such person and the Company; nor will the Executive assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees.

If Executive violates any covenant contained in this Section 18, then the term of the covenants in this Section shall be extended by the period of time Executive was in violation of the same.

(c) Provisions Pertaining to the Covenants. Executive recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 18 shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Executive's employment

terminates. It is agreed that the Executive's services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Executive's breach of this Section, Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits hereunder. If any provision of Sections 16, 17 or 18 of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Company the maximum restriction on Executive's activities permitted by applicable law in such circumstances. Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non existence of any other similar agreement for anyone else employed by Company or by Company's failure to exercise any of its rights under any such agreement.

(d) Notices. In order to preserve Company's rights under this Agreement, Company is authorized to advise any potential or future employer, any third party with whom Executive may become employed or enter into any business or contractual relationship with, and any third party whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and Company shall not be liable for doing so.

(e) Injunctive Relief and Additional Remedy. Executive acknowledges that the injury that would be suffered by Company as a result of a breach of the provisions of this Agreement (including any provision of Sections 16, 17 and 18) would be irreparable and that an award of monetary damages to Company for such a breach would be an inadequate remedy. Consequently, Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and Company will not be obligated to post bond or other security in seeking such relief. Without limiting Company's rights under this Section or any other remedies of Company, if Executive breaches any of the provisions of Sections 16, 17 or 18, Company will have the right to cease making any payments otherwise due to Executive under this Agreement.

(f) Covenants of Sections 16, 17 and 18 are Essential and Independent Covenants. The covenants by Executive in Sections 16, 17 and 18 are essential elements of this Agreement, and without Executive's agreement to comply with such covenants, Company would not have entered into this Agreement or employed Executive. Company and Executive have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by Company. Executive's covenants in Sections 16, 17 and 18 are independent covenants and the existence of any claim by Executive against Company, under this Agreement or otherwise, will not excuse Executive's breach of any covenant in Section 16, 17 or 18. If Executive's employment hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of Executive in Sections 16, 17 and 18. The Company's right to enforce the covenants in Sections 16, 17 and 18 shall not be adversely affected or limited by the Company's failure to have an agreement with

another employee with provisions at least as restrictive as those contained in Sections 16, 17 or 18, or by the Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in Sections 16, 17 and 18 of this Agreement.

19. **Executive's Representations And Further Agreements.**

(a) Executive represents, warrants and covenants to Company that:

(i) Neither the execution and delivery of this Agreement by Executive nor the performance of any of Executive's duties hereunder in accordance with the Agreement will violate, conflict with or result in the breach of any order, judgment, employment contract, agreement not to compete or other agreement or arrangement to which Executive is a party or is subject;

(ii) On or prior to the date hereof, Executive has furnished to Company true and complete copies of all judgments, orders, written employment contracts, agreements not to compete, and other agreements or arrangements restricting Executive's employment or business pursuits, that have current application to Executive;

(iii) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, and that prior to assenting to the terms of this Agreement, or giving the representations and warranties herein, Executive has been given a reasonable time to review it and has consulted with counsel of Executive's choice; and

(iv) Executive has not provided, nor been requested by Company to provide, to Company, any confidential or non public document or information of a former employer that constitutes or contains any protected trade secret, and will not use any protected trade secrets in connection with the Executive's employment.

(b) During and subsequent to expiration of the Term, the Executive will cooperate with Company, and furnish any and all complete and truthful information, testimony or affidavits in connection with any matter that arose during the Executive's employment, that in any way relates to the business or operations of the Company or any of its parent or subsidiary corporations or affiliates, or of which the Executive may have any knowledge or involvement; and will consult with and provide information to Company and its representatives concerning such matters. Executive shall fully cooperate with Company in the protection and enforcement of any intellectual property rights that relate to services performed by Executive for Company, whether under the terms of this Agreement or prior to the execution of this Agreement. This shall include without limitation executing, acknowledging, and delivering to Company all documents or papers that may be necessary to enable Company to publish or protect such intellectual property rights. Subsequent to the Term, the parties will make their best efforts to have such cooperation performed at reasonable times and places and in a manner as not to unreasonably interfere with any other employment in which Executive may then be engaged. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony, sworn statement or declaration that is not complete and truthful. If Company requires the Executive to travel outside the metropolitan area in the United States where the Executive then resides to provide any

testimony or otherwise provide any such assistance, then Company will reimburse the Executive for any reasonable, ordinary and necessary travel and lodging expenses incurred by Executive to do so provided the Executive submits all documentation required under Company's standard travel expense reimbursement policies and as otherwise may be required to satisfy any requirements under applicable tax laws for Company to deduct those expenses. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony or affidavit that is not complete and truthful.

20. **Mutual Non-Disparagement.** Neither the Company nor Executive shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the business or legal community or in the telecommunications industry.

21. **Foreign Corrupt Practices Act.** Executive agrees to comply in all material respects with the applicable provisions of the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, which provides generally that: under no circumstances will foreign officials, representatives, political parties or holders of public offices be offered, promised or paid any money, remuneration, things of value, or provided any other benefit, direct or indirect, in connection with obtaining or maintaining contracts or orders hereunder. When any representative, employee, agent, or other individual or organization associated with Executive is required to perform any obligation related to or in connection with this Agreement, the substance of this section shall be imposed upon such person and included in any agreement between Executive and any such person. Failure by Executive to comply with the provisions of the FCPA shall constitute a material breach of this Agreement and shall entitle the Company to terminate Executive's employment for Cause.

22. **Purchases and Sales of the Company's Securities.** Executive has read and agrees to comply in all respects with the Company's Policy Regarding the Purchase and Sale of the Company's Securities by Employees, as such Policy may be amended from time to time. Specifically, and without limitation, Executive agrees that Executive shall not purchase or sell stock in the Company at any time (a) that Executive possesses material non-public information about the Company or any of its businesses; and (b) during any "Trading Blackout Period" as may be determined by the Company as set forth in the Policy from time to time.

23. **Indemnification.** (a) If Executive is made a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, a "Covered Person"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably

incurred or suffered by such Covered Person in connection therewith; *provided, however*, that, except as provided in Section 23(c) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board.

(b) The Corporation shall pay the expenses (including attorneys' fees) incurred by Executive in defending any such proceeding in advance of its final disposition (hereinafter, an "advancement of expenses"), *provided, however*, that, if the Delaware General Corporation Law so requires, an advancement of expenses incurred by Executive in his or her capacity as such shall be made only upon delivery to the Corporation of an undertaking (hereinafter, an "Undertaking"), by or on behalf of such Executive, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "Final Adjudication") that Executive was not entitled to be indemnified for such expenses under this Section 23 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Subsections 23(a) and (b) hereof shall be contract rights and such rights shall continue even after Executive ceases to be employed by the Company and shall inure to the benefit of Executive's heirs, executors and administrators.

(c) If a claim under Section 23(a) or (b) hereof is not paid in full by the Company within sixty (60) days after a written claim therefore has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, Executive may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If Executive is successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, Executive shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by Executive to enforce a right to indemnification hereunder (but not in a suit brought by Executive to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, the Company shall be entitled to recover such expenses upon a final adjudication that, Executive has not met the applicable standard for indemnification set forth in the Delaware General Corporation Law. To the fullest extent permitted by law, neither the failure of the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of Executive is proper in the circumstances because the Executive has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption that Executive has not met the applicable standard of conduct or, in the case of such a suit brought by Executive, be a defense to such suit. In any suit brought by Executive to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that Executive is not entitled to be indemnified, or to such advancement of expenses, under this Section 23 or otherwise shall, to the extent permitted by law, be on the Company.

(d) The rights to indemnification and to the advancement of expenses conferred in this Section 23 shall not be exclusive of any other right of indemnification which Executive or any other person may have or hereafter acquire by any statute, the Corporation's Certificate of Incorporation or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

(e) The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

24. **Withholding.** Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive or his estate or beneficiary shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to applicable law or regulation.

25. **Notices.** Any written notice required by this Agreement will be deemed provided and delivered to the intended recipient when (a) delivered in person by hand; or (b) three days after being sent via U.S. certified mail, return receipt requested; or (c) the day after being sent via overnight courier, in each case when such notice is properly addressed to the following address and with all postage and similar fees having been paid in advance:

If to the Company: Charter Communications, Inc.
Attn.: Human Resources
12405 Powerscourt Drive
St. Louis, MO 63131

If to Executive: Kevin D. Howard
2434 Smizer Mill Estates Dr.
Fenton, MO 63026

Either party may change the address to which notices, requests, demands and other communications to such party shall be delivered personally or mailed by giving written notice to the other party in the manner described above.

26. **Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns.

27. **Entire Agreement.** As of the Effective Date, the Employee and the Company hereby irrevocably agree that the Old Employment Agreement is hereby terminated in its entirety, and neither party thereto shall have any rights or obligations under the Old Employment Agreement, including but not limited to, in the case of the Employee, any right to any severance payment or benefit. This Agreement constitutes the entire agreement between the listed parties

with respect to the subject matter described in this Agreement and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect to such subject matter, except to the extent said agreements, understandings and arrangements are referenced or referred to in this Agreement. This Agreement may not be modified, amended, altered or rescinded in any manner, except by written instrument signed by both of the parties hereto; provided, however, that the waiver by either party of a breach or compliance with any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or compliance. Except to the extent the terms hereof are explicitly and directly inconsistent with the terms of the Plan, nothing herein shall be deemed to override or replace the terms of the Plan, including but not limited to sections 6.4, 9.4 and 10.4 thereof.

28. **Severability**. In case any one or more of the provisions of this Agreement shall be held by any court of competent jurisdiction or any arbitrator selected in accordance with the terms hereof to be illegal, invalid or unenforceable in any respect, such provision shall have no force and effect, but such holding shall not affect the legality, validity or enforceability of any other provision of this Agreement provided that the provisions held illegal, invalid or unenforceable does not reflect or manifest a fundamental benefit bargained for by a party hereto.

29. **Assignment**. Subject to the Executive's right to terminate in the event of a Change of Control hereunder, this Agreement can be assigned by the Company only to a company that controls, is controlled by, or is under common control with the Company and which assumes all of the Company's obligations hereunder. The duties and covenants of Executive under this Agreement, being personal, may not be assigned or delegated except that Executive may assign payments due hereunder to a trust established for the benefit of Executive's family or to Executive's estate or to any partnership or trust entered into by Executive and/or Executive's immediate family members (meaning, Executive's spouse and lineal descendants). This agreement shall be binding in all respects on permissible assignees.

30. **Notification**. In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any third party with whom Executive may become employed or enter into any business or contractual relationship with, or whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and the Company shall not be liable for doing so.

31. **Choice of Law/Jurisdiction** This Agreement is deemed to be accepted and entered into in St. Louis County, Missouri. Executive and the Company intend and hereby acknowledge that jurisdiction over disputes with regard to this Agreement, and over all aspects of the relationship between the parties hereto, shall be governed by the laws of the State of Missouri without giving effect to its rules governing conflicts of laws. Executive agrees that in any suit to enforce this Agreement, or a to any dispute that arises between the Company and the Executive regarding or relating to this Agreement and/or any aspect of Executive's employment relationship with Company, venue and jurisdiction are proper in the County of St. Louis, and (if federal jurisdiction exists) the United States District Court for the Eastern Division of Missouri in St. Louis, and Executive waives all objections to jurisdiction and venue in any such forum and any defense that such forum is not the most convenient forum.


32. **Section Headings**. The section headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.

[Remainder of this page intentionally left blank]

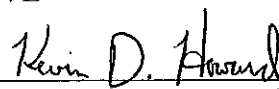
33. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Charter Communications, Inc.

By: 
Name: Neil Smit
Title: President / CEO

EXECUTIVE


Name: Kevin D. Howard
Address: _____
Date: Oct. 25, 2007

Grant Summary Report							Charter Communications			
			From // to //							
			Activity as of 10/1/2007							
Grant Date	Grant Type	Grant Price	Granted	Exercised	Canceled	Subject to Repurchase	Outstanding	Vested	Outstanding Exercisable	
Kevin D. Howard										
4/22/2002	Non-Qualified	\$9.13	40,000	0	0	0	40,000	40,000	40,000	
4/29/2003	Non-Qualified	\$1.60	10,000	10,000	0	0	0	10,000	0	
1/27/2004	Non-Qualified	\$5.17	15,000	0	0	0	15,000	11,250	11,250	
1/27/2004	Restricted	\$0.00	7,500	0	7,500	0	0	7,500	0	
3/25/2005	Non-Qualified	\$1.53	16,200	8,100	0	0	8,100	8,100	0	
3/25/2005	Restricted	\$0.00	8,100	0	1,114	0	6,986	0	0	
3/10/2006	Non-Qualified	\$1.00	6,078	1,519	0	0	4,559	1,519	0	
3/10/2006	Restricted	\$0.00	14,180	0	0	0	14,180	0	0	
3/10/2006	Restricted	\$0.00	8,508	0	0	0	8,508	0	0	
12/29/2006	Restricted	\$0.00	24,500	0	0	0	24,500	0	0	
12/29/2006	Non-Qualified	\$3.07	10,500	0	0	0	10,500	0	0	
3/9/2007	Non-Qualified	\$2.84	11,583	0	0	0	11,583	0	0	
3/9/2007	Restricted	\$0.00	27,052	0	0	0	27,052	0	0	
Optionee Total			199,201	19,619	8,614	0	170,968	78,369	51,250	

**Top Talent Retention Plan
Individual Summary****Kevin D. Howard**

Plan Award	\$215,000	
Vesting Schedule	04/01/08	04/01/10
<i>% of Total Plan Award</i>	40%	60%
<i>\$ of Total Plan Award</i>	<u>\$86,000</u>	<u>\$129,000</u>

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement"), dated and effective the 1 day of August (the "Effective Date") is made by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "Company"), and James M. Heneghan, an adult resident of Colorado (the "Executive").

RECITALS:

WHEREAS, the Executive and the Company have previously entered into that certain Employment Agreement dated October 1, 2005 (the "Old Employment Agreement") and the parties desire to amend and restate in its entirety the Old Employment Agreement;

WHEREAS, it is the desire of the Company to assure itself of the services of Executive by engaging Executive as its Senior Vice President Charter Media and the Executive desires to serve the Company on the terms herein provided;

WHEREAS, in connection with the entry into the Agreement, the Executive will be granted performance units and restricted shares of Company Stock pursuant to the Company's 2001 Stock Incentive Plan, as amended as of the date hereof (the "Special Equity");

WHEREAS, Executive's agreement to the terms and conditions of Sections 17 and 19 are a material and essential condition of Executive's employment with the Company hereafter under the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. **Certain Definitions.**

(a) "Allen" shall mean Paul G. Allen (and his heirs or beneficiaries under his will(s), trusts or other instruments of testamentary disposition), and any entity or group over which Paul G. Allen has Control and that constitutes a Person as defined herein. For the purposes of this definition, "Control" means the power to direct the management and policies of an entity or to appoint or elect a majority of its governing board.

(b) "Annual Base Salary" shall have the meaning set forth in Section 5.

(c) "Board" shall mean the Board of Directors of the Company.

(d) "Bonus" shall have the meaning set forth in Section 6.

(e) The Company shall have "Cause" to terminate Executive's employment hereunder upon Executive's:

(i) Executive's breach of a material obligation (which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach)

or representation under this Agreement or breach of any fiduciary duty to the Company which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach; or any act of fraud or knowing material misrepresentation or concealment upon, to or from the Company or the Board;

(ii) Executive's failure to adhere in any material respect to (i) the Company's Code of Conduct in effect from time to time and applicable to officers and/or employees generally, or (ii) any written Company policy, if such policy is material to the effective performance by Executive of the Executive's duties under this Agreement, and if Executive has been given a reasonable opportunity to cure this failure to comply within a period of time which is reasonable under the circumstances but not more than the thirty (30) day period after written notice of such failure is provided to Executive; *provided that* if Executive cures this failure to comply with such a policy and then fails again to comply with the same policy, no further opportunity to cure that failure shall be required;

(iii) Executive's misappropriation (or attempted misappropriation) of a material amount of the Company's funds or property;

(iv) Executive's conviction of, the entering of a guilty plea or plea of *nolo contendere* or no contest (or the equivalent), or entering into any pretrial diversion program or agreement or suspended imposition of sentence, with respect to either a felony or a crime that adversely affects or could reasonably be expected to adversely affect the Company or its business reputation; or the institution of criminal charges against Executive, which are not dismissed within sixty (60) days after institution, for fraud, embezzlement, any felony offense involving dishonesty or constituting a breach of trust or moral turpitude;

(v) Executive's admission of liability of, or finding of liability, for a knowing and deliberate violation of any "Securities Laws." As used herein, the term "Securities Laws" means any federal or state law, rule or regulation governing generally the issuance or exchange of securities, including without limitation the Securities Act of 1933, the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder;

(vi) conduct by Executive in connection with Executive's employment that constitutes gross neglect of any material duty or responsibility, willful misconduct, or recklessness which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach;

(vii) Executive's illegal possession or use of any controlled substance, or excessive use of alcohol at a work function, in connection with Executive's duties, or on Company premises; "excessive" meaning either repeated unprofessional use or any single event of consumption giving rise to significant intoxication or unprofessional behavior;

(viii) willful or grossly negligent commission of any other act or failure to act in connection with the Executive's duties as an executive of the Company which causes or reasonably may be expected (as of the time of such occurrence) to cause substantial

economic injury to or substantial injury to the business reputation of the Company or any subsidiary or affiliate of the Company, including, without limitation, any material violation of the Foreign Corrupt Practices Act, as described herein below.

If Executive commits or is charged with committing any offense of the character or type specified in subparagraphs 1(e)(iv), (v) or (viii) above, then the Company at its option may suspend the Executive with or without pay. If the Executive subsequently is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any such offense (or any matter that gave rise to the suspension), the Executive shall immediately repay any compensation paid in cash hereunder from the date of the suspension. Notwithstanding anything to the contrary in any stock option or equity incentive plan or award agreement, all vesting and all lapsing of restrictions on restricted shares shall be tolled during the period of suspension and all unvested options and restricted shares for which the restrictions have not lapsed shall terminate and not be exercisable by or issued to Executive if during or after such suspension the Executive is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any offense specified in subparagraphs 1(e)(iv), (v) or (viii) above or any matter that gave rise to the suspension.

(f) "Change of Control" shall be deemed to have occurred if:

(i) any Person is or becomes a "beneficial owner" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act), directly or indirectly, of securities representing the Applicable Percentage (as defined below) or more of the total voting power of all of the Company's then outstanding voting securities. For purposes of this Section 1(f), the term "Person" shall not include: (A) the Company or any of its subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries, or (C) an underwriter temporarily holding securities pursuant to an offering of said securities, or (D) Allen. For purposes of this Agreement, in the case of a recapitalization or other exchange involving the exchange of Company voting stock for the Company's debt, the group of debtholders that acquires such Company voting stock as the result of such recapitalization or exchange shall not be treated as a single Person solely by reason of such recapitalization or exchange; or

(ii) the occurrence of a merger, consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), in each case, unless following such Business Combination: (A) all or substantially all of the individuals and entities who were the "beneficial owners" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of the outstanding voting securities of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, securities representing more than fifty percent (50%) of the total voting power of the then outstanding voting securities of the entity resulting from such Business Combination (or such assets as the case may be) or the parent of such entity in substantially the same proportionate ownership as in effect immediately prior to the Business Combination (the "Resulting Entity"); and (B) a majority of the members of the board of directors or other governing body of the Resulting Entity were members of the Board at the

time of the execution of the initial agreement, or at the time of the action of the Board, providing for such Business Combination; or

(iii) the consummation of a plan of complete liquidation or dissolution of the Company; or

(iv) if and when Allen shall no longer have the power to appoint a majority of the Board, during any period of two (2) consecutive calendar years, individuals who either (A) at the beginning of such period are members of the Board ("Incumbent Directors"), or (B) whose election to the Board during such period is approved by a vote of the majority of those members of the Board who are Incumbent Directors at the time of such approval, whereupon such individual so approved shall be treated as an Incumbent Director with respect to future approvals, cease for any reason to constitute a majority of the Board.

Notwithstanding the foregoing subsections 1(f)(i) through (iii), a Change of Control shall not include any transaction or series of transactions, including any transactions described above if, following such transaction or transactions, (x) Allen has the largest percentage ownership of the voting securities in the Company or any successor or surviving corporation held by any Person (other than any Person that includes Allen), provided such percentage ownership is more than twenty-five percent or (y) Allen has the power to appoint a majority of the members of the Board of Directors.

For purposes of this definition, (A) at all times that Allen is or are the "beneficial owner(s)" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of securities representing in the aggregate at least fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means fifty percent (50%); and (B) at all times that Allen is or are the beneficial owner(s) of securities representing in the aggregate less than fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means any percentage that is more than the greater of (1) the percentage of the total voting power of all of the Company's then outstanding voting securities represented by securities beneficially owned by Allen or (2) twenty-five percent (25%).

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) "Committee" shall mean either the Compensation and Benefits Committee of the Board, or a Subcommittee of such Committee duly appointed by the Board or the Committee.

(i) "Company" shall have the meaning set forth in the preamble hereto.

(j) "Company Stock" shall mean the \$.10 par value common stock of the Company.

(k) "Date of Termination" shall mean (i) if Executive's employment is terminated by Executive's death, the date of Executive's death and (ii) if Executive's employment is terminated pursuant to Section 14(a)(ii) – (vi), the date of termination of employment, as defined in 409(A) regulations under the Code.

(l) For purposes of this Agreement, Executive will be deemed to have a "Disability" if, due to illness, injury or a physical or medically recognized mental condition, (a) Executive is unable to perform Executive's duties under this Agreement with reasonable accommodation for 120 consecutive days, or 180 days during any twelve month period, as determined in accordance with this Section, or (b) Executive is considered disabled for purposes of receiving / qualifying for long term disability benefits under any group long term disability insurance plan or policy offered by Company in which Executive participates. The Disability of Executive will be determined by a medical doctor selected by written agreement of Company and Executive upon the request of either party by notice to the other, or (in the case of and with respect to any applicable long term disability insurance policy or plan) will be determined according to the terms of the applicable long term disability insurance policy / plan. If Company and Executive cannot agree on the selection of a medical doctor, each of them will select a medical doctor and the two medical doctors will select a third medical doctor who will determine whether Executive has a Disability. The determination of the medical doctor selected under this Section will be binding on both parties. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this Section, and to other specialists designated by such medical doctor, and Executive hereby authorizes the disclosure and release to Company of such determination and all supporting medical records. If Executive is not legally competent, Executive's legal guardian or duly authorized attorney-in-fact will act in Executive's stead under this Section for the purposes of submitting Executive to the examinations, and providing the authorization of disclosure, required under this Section.

(m) "Executive" shall have the meaning set forth in the preamble hereto.

(n) "Good Reason" shall mean any of the events described herein that occur without Executive's prior written consent: (i) any reduction in Executive's Annual Base Salary, Target Bonus Percentage, or title except as permitted hereunder, (ii) any failure to pay Executive's compensation hereunder when due; (iii) any material breach by the Company of a term hereof; (iv) relocation of Executive's primary workplace to a location that is more than fifty (50) miles from the office where Executive is then assigned to work as Executive's principal office; (v) any change in reporting structure such that Executive no longer reports directly to the officer (by function) to whom Executive reports at the time of the execution of this Agreement (or equivalent position if the Company has changed functional responsibilities of its senior executive staff) (in each case "(i)" through "(v)" only if Executive objects in writing within 30 days after being informed of such events and unless Company retracts and/or rectifies the claimed Good Reason within 30 days following Company's receipt of timely written objection from Executive); (vi) if within six months after a Change of Control, Executive has not received an offer from the surviving company to continue in an equivalent position in terms of title, responsibility and compensation (except that the value of equity-based compensation after such Change of Control need only be commensurate with the value of equity-based compensation given to executives with equivalent positions in the surviving company, if any) as set herein; (vii) the Company's decision not to renew this Agreement

at the end of its term, or (viii) the failure of a successor to the business of the Company to assume the Company's obligations under this Agreement in the event of a Change of Control during its term.

(o) "Notice of Termination" shall have the meaning set forth in Section 14(b).

(p) "Options" shall have the meaning set forth in Section 7

(q) "Performance Unit" and "Performance Shares" shall have the meaning set forth in Section 9 hereof.

(r) "Person" shall have the meaning set forth in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934.

(s) "Plan" shall mean the 2001 Stock Incentive Plan as amended by the Company from time to time.

(s) "Restricted Shares" shall have the meaning set forth in Section 8.

(t) "Term" shall have the meaning set forth in Section 2.

(u) "Voluntary" and "Voluntarily" in connection with Executive's termination of employment shall mean a termination of employment resulting from the initiative of the Executive, excluding a termination of employment attributable to Executive's death or Disability. A resignation by Executive that is in response to a communicated intent by the Company to discharge Executive other than for Cause is not considered to be "Voluntary" and shall be considered to be a termination by the Company for the purposes of this Agreement.

2. **Employment Term.** The Company hereby employs the Executive, and the Executive hereby accepts his employment, under the terms and conditions hereof, for the period (the "**Term**") beginning on the Effective Date hereof and terminating upon the earlier of (i) April 30, 2010 (the "**Initial Term**") and (ii) the Date of Termination as defined in Section 1(k), and, if not terminated earlier, will be automatically renewed at the end of its Initial Term and on each anniversary thereafter for a period of one (1) year unless either party shall give written notice of cancellation to the other party not later than ninety (90) days prior to the end of the Initial Term or anniversaries thereof.

3. **Position and Duties.** Executive shall serve as Senior Vice President Charter Media initially reporting to the Chief Executive Officer but with such other reporting relationships as shall be determined by the Chief Executive Officer from time to time", with such responsibilities, duties and authority as are customary for such role, including, but not limited to, overall management responsibility for Charter Media in the Company. Executive shall devote all necessary business time and attention, and employ Executive's reasonable best efforts, toward the fulfillment and execution of all assigned duties, and the satisfaction of defined annual and/or longer-term performance criteria.

4. **Place of Performance.** In connection with Executive's employment during the Term, Executive's initial primary workplace shall be the Company's offices in or near Denver, CO except for necessary travel on the Company's business.

5. **Annual Base Salary.** During the Term, Executive shall receive a base salary at a rate not less than \$386,465.00 per annum (the "**Annual Base Salary**"), less standard deductions, paid in accordance with the Company's general payroll practices for executives, but no less frequently than monthly. The Annual Base Salary shall compensate Executive for any official position or directorship of a subsidiary or affiliate that Executive is asked to hold in the Company or its subsidiaries or affiliates as a part of Executive's employment responsibilities. No less frequently than annually during the Term, the Committee, on advice of the Company's Chief Executive Officer, shall review the rate of Annual Base Salary payable to Executive, and may, in its discretion, increase the rate of Annual Base Salary payable hereunder; *provided, however*, that any increased rate shall thereafter be the rate of "**Annual Base Salary**" hereunder.

6. **Bonus.** Except as otherwise provided for herein, for each fiscal year or other period consistent with the Company's then-applicable normal employment practices during which Executive is employed hereunder on the last day (the "**Bonus Year**"), Executive shall be eligible to receive a bonus in an amount up to 50% of Executive's Annual Base Salary (the "**Bonus**" and bonuses at such percentage of Annual Base Salary being the "**Target Bonus**") pursuant to, and as set forth in, the terms of the Executive Bonus Plan as such Plan may be amended from time to time, plus such other bonus payments, if any, as shall be determined by the Committee in its sole discretion, with such Bonus being paid on or before February 28 of the year next following the Bonus Year, or as soon as is administratively practicable thereafter (e.g., after the public disclosure of the Company's financial results for the prior year on SEC Form 10-K or on such replacement form as the SEC shall determine, for those years as the Company's securities are traded publicly, and the Company's annual financial results are reported to the shareholders, for those (if any) years as the Company's securities are not traded publicly).

7. **Stock Options.** The Company has previously granted to Executive options to purchase shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive additional options to purchase shares of Company Stock (all of such options, collectively, the "**Options**") pursuant to the terms of the Plan, any successor plan and an associated Stock Option Agreement.

8. **Restricted Shares.** The Company has previously granted to Executive Restricted Shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive Restricted Shares (collectively, the "**Restricted Shares**"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Restricted Shares Grant Letter.

9. **Performance Shares Units.** The Company has previously granted to Executive Performance Share Units of which some have been converted into Performance Shares (which are not aggregated in the forgoing description of Restricted Shares) as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive further Performance Share Units (collectively, the "**Performance Units**"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Performance Unit Grant Letter.

10. **Executive Cash Bonus Plan.** Executive currently is a participant in the Company's 2005 Executive Cash Award Plan with a Plan Award (as defined in such Plan) as set forth in Exhibit B and shall remain a participant in such Plan under the terms therefore for the term of this Agreement.

11. **Benefits.** Executive shall be entitled to receive such benefits and to participate in such employee group benefit plans, including life, health and disability insurance policies, and financial planning services, and other perquisites and plans as are generally provided by the Company to its senior executives of comparable level and responsibility in accordance with the plans, practices and programs of the Company, as amended from time to time.

12. **Expenses.** The Company shall reimburse Executive for all reasonable and necessary expenses incurred by Executive in connection with the performance of Executive's duties as an employee of the Company in accordance with the Company's generally applicable policies and procedures. Such reimbursement is subject to the submission to the Company by Executive of appropriate documentation and/or vouchers in accordance with the customary procedures of the Company for expense reimbursement, as such procedures may be revised by the Company from time to time hereafter.

13. **Vacations.** Executive shall be entitled to paid vacation in accordance with the Company's vacation policy as in effect from time to time *provided that*, in no event shall Executive be entitled to less than three (3) weeks vacation per calendar year. Executive shall also be entitled to paid holidays and personal days in accordance with the Company's practice with respect to same as in effect from time to time.

14. **Termination.**

(a) Executive's employment hereunder may be terminated by the Company, on the one hand, or Executive, on the other hand, as applicable, without any breach of this Agreement, under the following circumstances:

(i) **Death.** Executive's employment hereunder shall automatically terminate upon Executive's death.

(ii) **Disability.** If Executive has incurred a Disability, the Company may give Executive written notice of its intention to terminate Executive's employment. In such event, Executive's employment with the Company shall terminate effective on the 14th day after delivery of such notice to Executive, *provided that* within the 14 days after such delivery, Executive shall not have returned to full-time performance of Executive's duties. Executive may provide notice to the Company of Executive's resignation on account of a bona fide Disability at any time.

(iii) **Cause.** The Company may terminate Executive's employment hereunder for Cause effectively immediately upon delivery of notice to Executive, taking into account any procedural requirements set forth under Section 1(e) above.

(iv) Good Reason. Executive may terminate Executive's employment herein for Good Reason upon (i) satisfaction of any advance notice and other procedural requirements set forth under Section 1(n) above for any termination pursuant to Section 1(n)(i) through (v) or (ii) at least 30 days' advance written notice by the Executive for any termination pursuant to Section 1(n)(vii) through (viii).

(v) Without Cause. The Company may terminate Executive's employment hereunder without Cause upon at least 30 days' advance written notice to the Executive.

(vi) Resignation Without Good Reason. Executive may resign Executive's employment without Good Reason upon at least fourteen (14) days' written notice to the Company.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 14 (other than pursuant to Sections 14(a)(i)) shall be communicated by a written notice (the "Notice of Termination") to the other party hereto, indicating the specific termination provision in this Agreement relied upon, setting forth in reasonable detail any facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and specifying a Date of Termination which notice shall be delivered within the applicable time periods set forth in subsections 14(a)(ii)-(vi) above (the "Notice Period"); *provided that* the Company may pay to Executive all Annual Base Salary, benefits and other rights due to Executive during such Notice Period instead of employing Executive during such Notice Period.

(c) Resignation from Representational Capacities. Executive hereby acknowledges and agrees that upon Executive's termination of employment with the Company for whatever reason, [s]he shall be deemed to have, and shall have in fact, effectively resigned from all executive, director or other positions with the Company or its affiliates at the time of such termination of employment, and shall return all property owned by the Company and in Executive's possession, including all hardware, files and documents, at that time.

(d) Termination in Connection with Change in Control. If Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, such termination shall be deemed to have occurred immediately before such Change in Control for purposes of this Agreement and the Plan.

15. Termination Pay

(a) Effective upon the termination of Executive's employment, Company will be obligated to pay Executive (or, in the event of Executive's death, the Executive's designated beneficiary as defined below) only such compensation as is provided in this Section 15, except to the extent otherwise provided for in any Company stock incentive, stock option or cash award plan (including, among others, the Plan), approved by the Board. For purposes of this Section 15, Executive's designated beneficiary will be such individual beneficiary or trust, located at such

address, as Executive may designate by notice to Company from time to time or, if Executive fails to give notice to Company of such a beneficiary, Executive's estate. Notwithstanding the preceding sentence, Company will have no duty, in any circumstances, to attempt to open an estate on behalf of Executive, to determine whether any beneficiary designated by Executive is alive or to ascertain the address of any such beneficiary, to determine the existence of any trust, to determine whether any person purporting to act as Executive's personal representative (or the trustee of a trust established by Executive) is duly authorized to act in that capacity, or to locate or attempt to locate any beneficiary, personal representative, or trustee.

(b) Termination by Executive for Good Reason or by Company without Cause. If prior to expiration of the Term, Executive terminates his or her employment for Good Reason, or if the Company terminates Executive's employment other than for Cause or Executive's death or Disability, Executive will be entitled to receive, subject to the conditions of this Agreement, the following:

(i) (A) all Annual Base Salary and Bonus duly payable under the applicable plan for performance periods ending prior to the Date of Termination, but unpaid as of the Date of Termination, plus (B) in consideration for Executive's obligations set forth in Section 19 hereof, an amount equal to one (1) times the Executive's then-current rate of Annual Base Salary and Target Bonus, which total sum shall be payable following the Date of Termination in twenty-six (26) equal bi-weekly installments in accordance with the Company's normal payroll practices *provided that*, if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) during such twelve (12) month period (and such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code), any amounts remaining payable to Executive hereunder shall be paid in a single lump sum immediately upon such Change of Control.

(ii) if Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, the Company shall treat as earned all unvested Performance Units for which the performance term has not expired as of such Change of Control at the rate calculated pursuant to the Plan and the applicable Grant Letter, and shall immediately convert those Units into Restricted Shares and accelerate as of the Date of Termination the removal of restrictions on such shares.

(iii) all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the Date of Termination which are payable under and in accordance with this Agreement, which amount will be paid within thirty (30) days after the submission by Executive of properly completed reimbursement requests on the Company's standard forms;

(iv) a lump sum payment (net after deduction of taxes and other required withholdings) equal to twelve (12) times the monthly cost, at the time Executive's

employment terminated, for Executive to receive under COBRA the paid coverage for health, dental and vision benefits then being provided for Executive at the Company's cost at the time Executive's employment terminated. This amount will be paid at the same time the payment is made under Section 15(b)(i) and will not take into account future increases in costs during the applicable time period; and

(v) notwithstanding anything to the contrary in any award agreement, Executive shall be deemed to be actively employed during the twelve (12) month period following termination of employment for purposes of vesting of all stock options, performance units and restricted stock; *provided that* if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) within such period, all remaining stock options that would have vested in the twelve (12) month period shall vest, and all remaining restricted stock and performance units whose restrictions would have lapsed in the twelve (12) month period shall have their restrictions lapse immediately upon such Change of Control; provided, however, that with respect to any equity-based compensation awards subject to Section 409A of the Code (as determined by independent tax counsel retained by the Company), vesting and/or the lapse of restrictions will only be accelerated if such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code, or the first subsequent time at which such distribution may be made in compliance with Section 409A of the Code; and

(vi) pay the cost of up to twelve (12) months, as required, of executive-level out-placement services (which provides as part of the outplacement the use of an office and secretarial support as near as reasonably practicable to Executive's residence).

provided, however, any of the benefits described in Section 15(b)(i) through (vi) that are due to be paid or awarded during the first six (6) months after the Date of Termination shall, to the extent required to avoid the tax consequences of Section 409A of the Code as determined by independent tax counsel, be suspended and paid after the six (6) month anniversary of Executive's Date of Termination.

(c) The Executive shall not be required to mitigate the amount of any payments provided in Section 15, by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 15 be reduced by any compensation earned by Executive as a result of employment by another company or business, or by profits earned by Employee from any other source at any time before or after the date of Termination, so long as Executive is not in breach of the Agreement.

(d) Termination by Executive without Good Reason or by Company for Cause. If prior to the expiration of the Term or thereafter, Executive Voluntarily terminates Executive's employment prior to expiration of the Term without Good Reason or if Company terminates this Agreement for Cause, Executive will be entitled to receive Executive's then-existing Annual Base Salary only through the date such termination is effective and will be reimbursed for all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through

the date of termination which are payable under and in accordance with this Agreement; any unvested options and shares of restricted stock shall terminate as of the date of termination unless otherwise provided for in any applicable plan or award agreement; and Executive shall be entitled to no other compensation, bonus, payments or benefits except as expressly provided in this paragraph.

(e) Termination upon Disability or Death. If Executive's employment shall terminate by reason of Executive's Disability (pursuant to Section 14(a)(ii)) or death (pursuant to Section 14(a)(i)), the Company shall pay to Executive, in a lump sum cash payment as soon as practicable following the Date of Termination, all unpaid Annual Base Salary and Bonus previously earned for a performance period ending prior to the Date of Termination, but unpaid as of the Date of Termination, and the *pro rata* portion of their Bonus for such year (when and as paid to other senior executives of the Company) for the Performance Period in which the termination occurred. In the case of Disability, if there is a period of time during which Executive is not being paid Annual Base Salary and not receiving long-term disability insurance payments, the Company shall make interim payments equal to such unpaid disability insurance payments to Executive until commencement of disability insurance payments; *provided that*, to the extent required to avoid the tax consequences of Section 409A of the Code, as determined by independent tax counsel, the first payment shall cover all payments scheduled to be made to Executive during the first six (6) months after the date Executive's employment terminates, and the first such payment shall be delayed until the day that is six (6) months after the date Executive's employment terminates.

(f) Benefits. Except as otherwise required by law, Executive's accrual of, and participation in plans providing for, the Benefits will cease at the effective Date of the Termination of employment.

(g) Conditions To Payments. To be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b)(i) and 15(e), Executive must comply with the provisions of Sections 17, 18 and 19. In addition, to be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b) and 15(e) Executive (or Executive's executor and personal representatives in case of death) must first execute and deliver to Company, and comply with, an agreement, in form and substance reasonably satisfactory to Company, effectively releasing and giving up all claims Executive may have against Company or any of its subsidiaries or affiliates (and each of their respective controlling shareholders, employees, directors, officers, plans, fiduciaries, insurers and agents) arising out of or based upon any facts or conduct occurring prior to that date. The agreement will be prepared by Company, will be based upon the standard form (if any) then being utilized by Company for executive separations when severance is being paid, and will be provided to Executive at the time Executive's employment is terminated or as soon as administratively practicable thereafter (not to exceed five (5) business days). The agreement will require Executive to consult with Company representatives, and voluntarily appear as a witness for trial or deposition (and to prepare for any such testimony) in connection with, any claim which may be asserted by or against Company, any investigation or administrative proceeding, any matter relating to a franchise, or any business matter concerning Company or any of its transactions or operations. A copy of the standard form release being used by Company as of the date of this agreement for executive separations when

severance is being paid is attached to this Agreement as Exhibit C. It is understood that the final document may not contain provisions specific to the release of a federal age discrimination claim if Executive is not at least forty (40) years of age, and may be changed as Company's chief legal counsel considers necessary and appropriate to enforce the same, including provisions to comply with changes in applicable laws and recent court decisions. Payments under and/or benefits provided by Section 15 will not be made unless and until Executive executes and delivers that agreement to Company within twenty-one (21) days after delivery of the document (or such lesser time as Company's chief legal counsel may specify in the document) and all conditions to the effectiveness of that agreement and the releases contemplated thereby have been satisfied (including without limitation the expiration of any applicable revocation period without revoking acceptance).

(h) Survival. The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued hereunder prior to such expiration, subject to the terms of any agreement containing a general release provided by Executive.

16. Excess Parachute Payment.

(a) Anything in this Agreement or the Plan to the contrary notwithstanding, to the extent that any payment, distribution or acceleration of vesting to or for the benefit of Executive by the Company (within the meaning of Section 280G of the Code and the regulations thereunder), whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments") is or will be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then the Total Payments shall be reduced (but not below zero) to the Safe Harbor Amount (as defined below) if and to the extent that a reduction in the Total Payments would result in Executive retaining a larger amount, on an after-tax basis (taking into account federal, state and local income and employment taxes and the Excise Tax), than if Executive received the entire amount of such Total Payments in accordance with their existing terms (taking into account federal, state, and local income and employment taxes and the Excise Tax). For purposes of this Agreement, the term "Safe Harbor Amount" means the largest portion of the Total Payments that would result in no portion of the Total Payments being subject to the Excise Tax. Unless Executive shall have given prior written notice specifying a different order to the Company to effectuate the foregoing, the Company shall reduce or eliminate the Total Payments, by first reducing or eliminating the portion of the Total Payments which are payable in cash and then by reducing or eliminating non-cash payments in such order as Executive shall determine; provided that Executive may not so elect to the extent that, in the determination of the Determining Party (as defined herein), such election would cause Executive to be subject to the Excise Tax. Any notice given by Executive pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing Executive's rights and entitlements to any benefits or compensation.

(b) The determination of whether the Total Payments shall be reduced as provided in Section 16(a) and the amount of such reduction shall be made at the Company's expense by an accounting firm selected by Company from among the ten largest accounting firms in the United States or by qualified independent tax counsel (the "Determining Party"); *provided that* Executive shall be given advance notice of the Determining Party selected by the Company, and shall have

the opportunity to reject to the selection, within two business days of being notified of the selection, on the basis of that Determining Party's having a conflict of interest or other reasonable basis, in which case the Company shall select an alternative auditing firm among the ten largest accounting firms in the United States or alternative independent qualified tax counsel, which shall become the Determining Party. Such Determining Party shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and Executive within ten (10) days of the termination of Executive's employment or at such other time mutually agreed by the Company and Executive. If the Determining Party determines that no Excise Tax is payable by Executive with respect to the Total Payments, it shall furnish Executive with an opinion reasonably acceptable to Executive that no Excise Tax will be imposed with respect to any such payments and, absent manifest error, such Determination shall be binding, final and conclusive upon the Company and Executive. If the Determining Party determines that an Excise Tax would be payable, the Company shall have the right to accept the Determination as to the extent of the reduction, if any, pursuant to Section 16(a), or to have such Determination reviewed by another accounting firm selected by the Company, at the Company's expense. If the two accounting firms do not agree, a third accounting firm shall be jointly chosen by the Executive Party and the Company, in which case the determination of such third accounting firm shall be binding, final and conclusive upon the Company and Executive.

(c) If, notwithstanding any reduction described in this Section 16, the IRS determines that Executive is liable for the Excise Tax as a result of the receipt of any of the Total Payments or otherwise, then Executive shall be obligated to pay back to the Company, within thirty (30) days after a final IRS determination or in the event that Executive challenges the final IRS determination, a final judicial determination, a portion of the Total Payments equal to the "Repayment Amount." The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Company so that Executive's net after-tax proceeds with respect to the Total Payments (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on the Payment) shall be maximized. The Repayment Amount shall be zero if a Repayment Amount of more than zero would not result in Executive's net after-tax proceeds with respect to the Total Payments being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, the Executive shall pay the Excise Tax.

(d) Notwithstanding any other provision of this Section 16, if (i) there is a reduction in the Total Payments as described in this Section 16, (ii) the IRS later determines that Executive is liable for the Excise Tax, the payment of which would result in the maximization of Executive's net after-tax proceeds (calculated as if Executive's benefits had not previously been reduced), and (iii) Executive pays the Excise Tax, then the Company shall pay to Executive those payments or benefits which were reduced pursuant to this Section 16 as soon as administratively possible after Executive pays the Excise Tax so that Executive's net after-tax proceeds with respect to the Total Payments are maximized.

17. Competition/Confidentiality.

(a) Acknowledgments by Executive. Executive acknowledges that (a) during the Term and as a part of Executive's employment, Executive has been and will be afforded access to

Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; (c) because Executive possesses substantial technical expertise and skill with respect to the Company's business, Company desires to obtain exclusive ownership of each invention by Executive while Executive is employed by the Company, and Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each such invention by Executive; and (d) the provisions of this Section 17 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide Company with exclusive ownership of all inventions and works made or created by Executive.

(b) Confidential Information. (i) The Executive acknowledges that during the Term Executive will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Executive shall hold such Confidential Information in strictest confidence and never at any time, during or after Executive's employment terminates, directly or indirectly use for Executive's own benefit or otherwise (except in connection with the performance of any duties as an employee hereunder) any Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

(ii) As used in this Agreement, the term "Confidential Information" shall include, but not be limited to, any of the following information relating to Company learned by the Executive during the Term or as a result of Executive's employment with Company:

(A) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(B) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(C) any trade secret or confidential information of or concerning any business operation or business relationship;

(D) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software is used in combination or alone;

(E) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information

(including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(F) information concerning the Company's employees, officers, directors and shareholders; and

(G) any other trade secret or information of a confidential or proprietary nature.

(iii) Executive shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by Executive to be for the benefit of the Company, and will, at Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Executive may at any time have within his possession or control that contain any Confidential Information.

(iv) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Executive or which has become rightfully available to Executive on a non-confidential basis from any third party, the disclosure of which to Executive does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure by Executive or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

(v) Executive will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Executive's duties at home or while traveling, or except as otherwise specifically authorized by Company) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Executive recognizes that, as between Company and Executive, all of the Proprietary Items, whether or not developed by Executive, are the exclusive property of the Company. Upon termination of Executive's employment by either party, or upon the request of Company during the Term, Executive will return to Company all of the Proprietary Items in Executive's possession or subject to Executive's control, including all equipment (e.g., laptop computers, cell phone, portable e-mail devices, etc.), documents, files and data, and Executive shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

18. Proprietary Developments.

(a) Any and all inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae (collectively, hereinafter referred to as "Developments"), made, conceived, developed, or created by Executive (alone or in conjunction with others, during regular work hours or otherwise) during Executive's employment,

which may be directly or indirectly useful in, or relate to, the business conducted or to be conducted by the Company will be promptly disclosed by Executive to Company and shall be Company's exclusive property. The term "Developments" shall not be deemed to include inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae which were in the possession of Executive prior to the Term. Executive hereby transfers and assigns to Company all proprietary rights which Executive may have or acquire in any Developments and Executive waives any other special right which the Executive may have or accrue therein. Executive will execute any documents and to take any actions that may be required, in the reasonable determination of Company's counsel, to effect and confirm such assignment, transfer and waiver, to direct the issuance of patents, trademarks, or copyrights to Company with respect to such Developments as are to be Company's exclusive property or to vest in Company title to such Developments; provided, however, that the expense of securing any patent, trademark or copyright shall be borne by Company. The parties agree that Developments shall constitute Confidential Information.

(b) "Work Made for Hire." Any work performed by Executive during Executive's employment with Company shall be considered a "Work Made for Hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of Company. In the event it should be established that such work does not qualify as a Work Made for Hire, Executive agrees to and does hereby assign to Company all of Executive's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

19. Non-Competition and Non-Interference.

(a) Acknowledgments by Executive. Executive acknowledges and agrees that: (a) the services to be performed by Executive under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 19 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Executive's ability to earn a living.

(b) Covenants of Executive. For purposes of this Section 19, the term "Restricted Period" shall mean the period commencing as of the date of this Agreement and terminating on the second anniversary (or, in the case of Section 19(b)(i), the first anniversary), of the date Executive's employment terminated *provided that* the "Restricted Period" also shall encompass any period of time from whichever anniversary date is applicable until and ending on the last date Executive is to be paid any payment under Section 15 hereof. In consideration of the acknowledgments by Executive, and in consideration of the compensation and benefits to be paid or provided to Executive by Company, Executive covenants and agrees that during the Restricted Period, the Executive will not, directly or indirectly, for Executive's own benefit or for the benefit of any other person or entity other than the Company:

(i) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be employed by a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where Executive then lives or conducts such activities); perform any work as an employee,

consultant (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company), contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where Executive then lives or conducts such activities); or directly or indirectly provide any services or advice to a any business, person or entity who or which is engaged in a Competitive Business (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company). A "Competitive Business" is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business; owns or operates a cable television system; provides direct television or any satellite-based, telephone system-based, internet based or wireless system for delivering television, music or other entertainment programming (other than as an ancillary service, such as cellular telephone providers); provides telephony services using any wired connection or fixed (as opposed to mobile) wireless application; provides data or internet access services; or offers, provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time Executive's employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section 19 shall not be construed or applied (i) so as to prohibit Executive from owning not more than five percent (5%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as Executive's investment is passive and Executive does not lend or provide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (ii) so as to prohibit Executive from working as an employee in the cable television business for a company/business that owns or operates cable television franchises (by way of current example only, Time Warner, Cablevision, Cox or Comcast), *provided that* the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services (other than nominal overlaps of service areas) and the company/business is otherwise not engaged in a Competitive Business, and provided Executive does not otherwise violate the terms of this Agreement in connection with that work;

(ii) contact, solicit or provide any service to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Executive's employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Executive's employment terminated); or directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchased by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(iii) solicit or recruit for employment, any person or persons who are employed by Company or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the date Executive's employment terminated, or otherwise interfere with the relationship between any such person and the Company; nor will the Executive assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees.

If Executive violates any covenant contained in this Section 19, then the term of the covenants in this Section shall be extended by the period of time Executive was in violation of the same.

(c) Provisions Pertaining to the Covenants. Executive recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 19 shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Executive's employment terminates. It is agreed that the Executive's services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Executive's breach of this Section, Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits hereunder. If any provision of Sections 17, 18 or 19 of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Company the maximum restriction on Executive's activities permitted by applicable law in such circumstances. Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non existence of any other similar agreement for anyone else employed by Company or by Company's failure to exercise any of its rights under any such agreement.

(d) Notices. In order to preserve Company's rights under this Agreement, Company is authorized to advise any potential or future employer, any third party with whom Executive may become employed or enter into any business or contractual relationship with, and any third party whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and Company shall not be liable for doing so.

(e) Injunctive Relief and Additional Remedy. Executive acknowledges that the injury that would be suffered by Company as a result of a breach of the provisions of this Agreement (including any provision of Sections 17, 18 and 19) would be irreparable and that an award of monetary damages to Company for such a breach would be an inadequate remedy. Consequently, Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and Company will not be obligated to post bond or other security in seeking such relief. Without limiting Company's rights under this Section or any other remedies of Company, if

Executive breaches any of the provisions of Sections 17, 18 or 19, Company will have the right to cease making any payments otherwise due to Executive under this Agreement.

(f) Covenants of Sections 17, 18 and 19 are Essential and Independent Covenants. The covenants by Executive in Sections 17, 18 and 19 are essential elements of this Agreement, and without Executive's agreement to comply with such covenants, Company would not have entered into this Agreement or employed Executive. Company and Executive have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by Company. Executive's covenants in Sections 17, 18 and 19 are independent covenants and the existence of any claim by Executive against Company, under this Agreement or otherwise, will not excuse Executive's breach of any covenant in Section 17, 18 or 19. If Executive's employment hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of Executive in Sections 17, 18 and 19. The Company's right to enforce the covenants in Sections 17, 18 and 19 shall not be adversely affected or limited by the Company's failure to have an agreement with another employee with provisions at least as restrictive as those contained in Sections 17, 18 or 19, or by the Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in Sections 17, 18 and 19 of this Agreement.

20. Executive's Representations And Further Agreements.

(a) Executive represents, warrants and covenants to Company that:

(i) Neither the execution and delivery of this Agreement by Executive nor the performance of any of Executive's duties hereunder in accordance with the Agreement will violate, conflict with or result in the breach of any order, judgment, employment contract, agreement not to compete or other agreement or arrangement to which Executive is a party or is subject;

(ii) On or prior to the date hereof, Executive has furnished to Company true and complete copies of all judgments, orders, written employment contracts, agreements not to compete, and other agreements or arrangements restricting Executive's employment or business pursuits, that have current application to Executive;

(iii) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, and that prior to assenting to the terms of this Agreement, or giving the representations and warranties herein, Executive has been given a reasonable time to review it and has consulted with counsel of Executive's choice; and

(iv) Executive has not provided, nor been requested by Company to provide, to Company, any confidential or non public document or information of a former employer that constitutes or contains any protected trade secret, and will not use any protected trade secrets in connection with the Executive's employment.

(b) During and subsequent to expiration of the Term, the Executive will cooperate with Company, and furnish any and all complete and truthful information, testimony or affidavits in connection with any matter that arose during the Executive's employment, that in any way relates to the business or operations of the Company or any of its parent or subsidiary corporations or affiliates, or of which the Executive may have any knowledge or involvement; and will consult with and provide information to Company and its representatives concerning such matters. Executive shall fully cooperate with Company in the protection and enforcement of any intellectual property rights that relate to services performed by Executive for Company, whether under the terms of this Agreement or prior to the execution of this Agreement. This shall include without limitation executing, acknowledging, and delivering to Company all documents or papers that may be necessary to enable Company to publish or protect such intellectual property rights. Subsequent to the Term, the parties will make their best efforts to have such cooperation performed at reasonable times and places and in a manner as not to unreasonably interfere with any other employment in which Executive may then be engaged. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony, sworn statement or declaration that is not complete and truthful. If Company requires the Executive to travel outside the metropolitan area in the United States where the Executive then resides to provide any testimony or otherwise provide any such assistance, then Company will reimburse the Executive for any reasonable, ordinary and necessary travel and lodging expenses incurred by Executive to do so provided the Executive submits all documentation required under Company's standard travel expense reimbursement policies and as otherwise may be required to satisfy any requirements under applicable tax laws for Company to deduct those expenses. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony or affidavit that is not complete and truthful.

21. **Mutual Non-Disparagement.** Neither the Company nor Executive shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the business or legal community or in the telecommunications industry.

22. **Foreign Corrupt Practices Act.** Executive agrees to comply in all material respects with the applicable provisions of the U.S. Foreign Corrupt Practices Act of 1977 ("**FCPA**"), as amended, which provides generally that: under no circumstances will foreign officials, representatives, political parties or holders of public offices be offered, promised or paid any money, remuneration, things of value, or provided any other benefit, direct or indirect, in connection with obtaining or maintaining contracts or orders hereunder. When any representative, employee, agent, or other individual or organization associated with Executive is required to perform any obligation related to or in connection with this Agreement, the substance of this section shall be imposed upon such person and included in any agreement between Executive and any such person. Failure by Executive to comply with the provisions of the FCPA shall constitute a material breach of this Agreement and shall entitle the Company to terminate Executive's employment for Cause.

23. **Purchases and Sales of the Company's Securities.** Executive has read and agrees to comply in all respects with the Company's Policy Regarding the Purchase and Sale of the Company's Securities by Employees, as such Policy may be amended from time to time.

Specifically, and without limitation, Executive agrees that Executive shall not purchase or sell stock in the Company at any time (a) that Executive possesses material non-public information about the Company or any of its businesses; and (b) during any "Trading Blackout Period" as may be determined by the Company as set forth in the Policy from time to time.

24. **Indemnification.** (a) If Executive is made a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, a "Covered Person"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection therewith; *provided, however*, that, except as provided in Section 24(c) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board.

(b) The Corporation shall pay the expenses (including attorneys' fees) incurred by Executive in defending any such proceeding in advance of its final disposition (hereinafter, an "advancement of expenses"), *provided, however*, that, if the Delaware General Corporation Law so requires, an advancement of expenses incurred by Executive in his or her capacity as such shall be made only upon delivery to the Corporation of an undertaking (hereinafter, an "Undertaking"), by or on behalf of such Executive, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "Final Adjudication") that Executive was not entitled to be indemnified for such expenses under this Section 24 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Subsections 24(a) and (b) hereof shall be contract rights and such rights shall continue even after Executive ceases to be employed by the Company and shall inure to the benefit of Executive's heirs, executors and administrators.

(c) If a claim under Section 24(a) or (b) hereof is not paid in full by the Company within sixty (60) days after a written claim therefore has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, Executive may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If Executive is successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, Executive shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by Executive to enforce a right to indemnification hereunder (but not in a suit brought by Executive to enforce a right to an advancement of expenses)

it shall be a defense that, and (ii) any suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, the Company shall be entitled to recover such expenses upon a final adjudication that, Executive has not met the applicable standard for indemnification set forth in the Delaware General Corporation Law. To the fullest extent permitted by law, neither the failure of the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of Executive is proper in the circumstances because the Executive has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption that Executive has not met the applicable standard of conduct or, in the case of such a suit brought by Executive, be a defense to such suit. In any suit brought by Executive to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that Executive is not entitled to be indemnified, or to such advancement of expenses, under this Section 24 or otherwise shall, to the extent permitted by law, be on the Company.

(d) The rights to indemnification and to the advancement of expenses conferred in this Section 24 shall not be exclusive of any other right of indemnification which Executive or any other person may have or hereafter acquire by any statute, the Corporation's Certificate of Incorporation or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

(e) The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

25. **Withholding.** Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive or his estate or beneficiary shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to applicable law or regulation.

26. **Notices.** Any written notice required by this Agreement will be deemed provided and delivered to the intended recipient when (a) delivered in person by hand; or (b) three days after being sent via U.S. certified mail, return receipt requested; or (c) the day after being sent via by overnight courier, in each case when such notice is properly addressed to the following address and with all postage and similar fees having been paid in advance:

If to the Company:	Charter Communications, Inc. Attn.: Human Resources 12405 Powerscourt Drive St. Louis, MO 63131
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If to Executive:

6399 South Fiddler's Green Circle 6th Floor
Greenwood Village, CO. 80111

Either party may change the address to which notices, requests, demands and other communications to such party shall be delivered personally or mailed by giving written notice to the other party in the manner described above.

27. **Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns.

28. **Entire Agreement.** As of the Effective Date, the Employee and the Company hereby irrevocably agree that the Old Employment Agreement is hereby terminated in its entirety, and neither party thereto shall have any rights or obligations under the Old Employment Agreement, including but not limited to, in the case of the Employee, any right to any severance payment or benefit. This Agreement constitutes the entire agreement between the listed parties with respect to the subject matter described in this Agreement and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect to such subject matter, except to the extent said agreements, understandings and arrangements are referenced or referred to in this Agreement. This Agreement may not be modified, amended, altered or rescinded in any manner, except by written instrument signed by both of the parties hereto; provided, however, that the waiver by either party of a breach or compliance with any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or compliance. Except to the extent the terms hereof are explicitly and directly inconsistent with the terms of the Plan, nothing herein shall be deemed to override or replace the terms of the Plan, including but not limited to sections 6.4, 9.4 and 10.4 thereof.

29. **Severability.** In case any one or more of the provisions of this Agreement shall be held by any court of competent jurisdiction or any arbitrator selected in accordance with the terms hereof to be illegal, invalid or unenforceable in any respect, such provision shall have no force and effect, but such holding shall not affect the legality, validity or enforceability of any other provision of this Agreement provided that the provisions held illegal, invalid or unenforceable does not reflect or manifest a fundamental benefit bargained for by a party hereto.

30. **Assignment.** Subject to the Executive's right to terminate in the event of a Change of Control hereunder, this Agreement can be assigned by the Company only to a company that controls, is controlled by, or is under common control with the Company and which assumes all of the Company's obligations hereunder. The duties and covenants of Executive under this Agreement, being personal, may not be assigned or delegated except that Executive may assign payments due hereunder to a trust established for the benefit of Executive's family or to Executive's estate or to any partnership or trust entered into by Executive and/or Executive's immediate family members (meaning, Executive's spouse and lineal descendants). This agreement shall be binding in all respects on permissible assignees.

31. **Notification.** In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any third party with whom Executive may become employed or

enter into any business or contractual relationship with, or whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and the Company shall not be liable for doing so.

32. **Choice of Law/Jurisdiction** This Agreement is deemed to be accepted and entered into in St. Louis County, Missouri. Executive and the Company intend and hereby acknowledge that jurisdiction over disputes with regard to this Agreement, and over all aspects of the relationship between the parties hereto, shall be governed by the laws of the State of Missouri without giving effect to its rules governing conflicts of laws. Executive agrees that in any suit to enforce this Agreement, or as to any dispute that arises between the Company and the Executive regarding or relating to this Agreement and/or any aspect of Executive's employment relationship with Company, venue and jurisdiction are proper in the County of St. Louis, and (if federal jurisdiction exists) the United States District Court for the Eastern Division of Missouri in St. Louis, and Executive waives all objections to jurisdiction and venue in any such forum and any defense that such forum is not the most convenient forum.

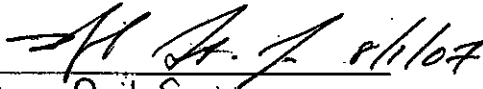
33. **Section Headings**. The section headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.

34. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

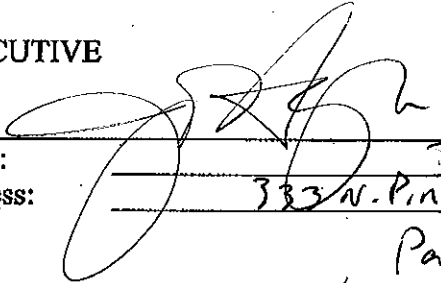
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Charter Communications, Inc.

By: 
Name: Neil Smith
Title: President & CEO

EXECUTIVE


Name: James H. Ferguson
Address: 333 N. Pine St.
Parker Co
8/1/07 80138

Charter Communications
Grant Summary Report
Exhibit A

Activity as of 6/25/2007

Grant Date	Grant Type	Grant Price	Granted	Exercised	Canceled	Subject to Repurchase	Outstanding	Vested	Outstanding-Exercisable
2001 Non-Qualified Stock Options									
James M. Heneghan									
4/28/2001	Non-Qualified	\$21.195000	40,000	0	40,000	0	0	20,000	0
8/28/2001	Non-Qualified	\$11.990000	13,800	0	13,800	0	0	6,750	0
7/23/2002	Non-Qualified	\$2.850000	80,000	0	0	0	80,000	64,000	64,000
4/29/2003	Non-Qualified	\$1.595000	200,000	50,000	0	0	150,000	200,000	160,000
1/27/2004	Non-Qualified	\$5.170000	77,500	0	0	0	77,500	58,125	58,125
1/27/2004	Restricted	\$0.000000	37,500	0	37,500	0	0	37,500	0
2/25/2004	Restricted	\$0.000000	3,350	3,350	0	0	0	3,350	0
2/25/2004	Restricted	\$0.000000	3,350	0	3,350	0	0	3,350	0
7/27/2004	Restricted	\$0.000000	3,000	0	3,000	0	0	3,000	0
7/27/2004	Non-Qualified	\$3.160000	21,000	0	0	0	21,000	10,500	10,500
3/25/2005	Non-Qualified	\$1.525000	97,200	28,600	0	0	68,600	48,600	20,000
3/25/2005	Restricted	\$0.000000	51,300	0	7,054	0	44,246	0	0
3/10/2006	Non-Qualified	\$1.000000	31,100	7,000	0	0	24,100	7,775	775
3/10/2006	Restricted	\$0.000000	72,585	0	0	0	72,585	0	0
3/10/2006	Restricted	\$0.000000	43,551	0	0	0	43,551	0	0
3/9/2007	Non-Qualified	\$2.835000	37,100	0	0	0	37,100	0	0
3/9/2007	Restricted	\$0.000000	86,610	0	0	0	86,610	0	0
Options Total			898,646	88,950	104,404	0	705,192	462,950	303,400
Plan Totals			898,646	88,950	104,404	0	705,192	462,950	303,400

6/25/2007

Exhibit B

Executive Cash Award Plan

James M. Heneghan

Assumptions					
Annual contribution rate	20%				
Salary multiple	100%				
Annual salary increase	3.5%				
	actual	actual	actual	estimate	estimate
Current/estimated salary	\$296,400	\$370,000	\$386,465	\$400,000	\$414,000
Account Activity	2005	2006	2007	2008	2009
Initial award/accumulating value	\$296,400	\$296,400	\$370,400	\$223,847	\$303,847
Annual contribution		74,000	77,293	80,000	82,800
	\$296,400	\$370,400	\$447,693	\$303,847	\$386,647
Payout			(223,847)		(386,647)
Ending value	\$296,400	\$370,400	\$223,847	\$303,847	\$0
Total cash paid Year 3 + Year 5					\$610,493

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement"), dated and effective the ^{25th day} of OCTOBER²⁰⁰⁷ (the "Effective Date") is made by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "Company"), and Thomas M. Degnan, an adult resident of Missouri (the "Executive").

RECITALS:

WHEREAS, it is the desire of the Company to assure itself of the services of Executive by engaging Executive as its Vice President-Finance and Corporate Treasurer and the Executive desires to serve the Company on the terms herein provided;

WHEREAS, Executive's agreement to the terms and conditions of Sections 16 and 18 are a material and essential condition of Executive's employment with the Company hereafter under the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. **Certain Definitions.**

(a) "Allen" shall mean Paul G. Allen (and his heirs or beneficiaries under his will(s), trusts or other instruments of testamentary disposition), and any entity or group over which Paul G. Allen has Control and that constitutes a Person as defined herein. For the purposes of this definition, "Control" means the power to direct the management and policies of an entity or to appoint or elect a majority of its governing board.

(b) "Annual Base Salary" shall have the meaning set forth in Section 5.

(c) "Board" shall mean the Board of Directors of the Company.

(d) "Bonus" shall have the meaning set forth in Section 6.

(e) The Company shall have "Cause" to terminate Executive's employment hereunder upon Executive's:

(i) Executive's breach of a material obligation (which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach) or representation under this Agreement or breach of any fiduciary duty to the Company which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach; or any act of fraud or knowing material misrepresentation or concealment upon, to or from the Company or the Board;

(ii) Executive's failure to adhere in any material respect to (i) the Company's Code of Conduct in effect from time to time and applicable to officers and/or

employees generally, or (ii) any written Company policy, if such policy is material to the effective performance by Executive of the Executive's duties under this Agreement, and if Executive has been given a reasonable opportunity to cure this failure to comply within a period of time which is reasonable under the circumstances but not more than the thirty (30) day period after written notice of such failure is provided to Executive; *provided that* if Executive cures this failure to comply with such a policy and then fails again to comply with the same policy, no further opportunity to cure that failure shall be required;

(iii) Executive's failure or refusal to perform any lawful duty or assignment normally and reasonably considered to be within the scope of the duties of an executive in the position of Executive which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach; or the appropriation (or attempted appropriation) of a material business opportunity of the Company, including attempting to secure or securing any personal profit in connection with any transaction entered into on behalf of the Company (other than through stock options, bonuses and other incentives provided by the Company to Executive);

(iv) Executive's misappropriation (or attempted misappropriation) of any of the Company's funds or property;

(v) Executive's conviction of, the entering of a guilty plea or plea of *nolo contendere* or no contest (or the equivalent), or entering into any pretrial diversion program or agreement or suspended imposition of sentence, with respect to either a felony or a crime that adversely affects or could reasonably be expected to adversely affect the Company or its business reputation; or the institution of criminal charges against Executive, which are not dismissed within sixty (60) days after institution, for fraud, embezzlement, any felony offense involving dishonesty or constituting a breach of trust, or any felony (including without limitation a crime in any jurisdiction other than the United States or any state thereof in which Company does business which would constitute such a felony under the laws of the United States or any state thereof);

(vi) Executive's admission of liability of, or finding of liability, for a knowing and deliberate violation of any "Securities Laws." As used herein, the term "Securities Laws" means any federal or state law, rule or regulation governing generally the issuance or exchange of securities, including without limitation the Securities Act of 1933, the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder;

(vii) conduct by Executive in connection with Executive's employment that constitutes gross neglect of any material duty or responsibility, willful misconduct, or recklessness which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach;

(viii) Executive's illegal possession or use of any controlled substance, or excessive use of alcohol at a work function, in connection with Executive's duties, or on

Company premises; “excessive” meaning either repeated unprofessional use or any single event of consumption giving rise to significant intoxication or unprofessional behavior;

(ix) willful or grossly negligent commission of any other act or failure to act in connection with the Executive’s duties as an executive of the Company which causes or reasonably may be expected (as of the time of such occurrence) to cause substantial economic injury to or substantial injury to the business reputation of the Company or any subsidiary or affiliate of the Company, including, without limitation, any material violation of the Foreign Corrupt Practices Act, as described herein below.

If Executive commits or is charged with committing any offense of the character or type specified in subparagraphs 1(e)(v), (vi) or (ix) above, then the Company at its option may suspend the Executive with or without pay. If the Executive subsequently is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any such offense (or any matter that gave rise to the suspension), the Executive shall immediately repay any compensation paid in cash hereunder from the date of the suspension. Notwithstanding anything to the contrary in any stock option or equity incentive plan or award agreement, all vesting and all lapsing of restrictions on restricted shares shall be tolled during the period of suspension and all unvested options and restricted shares for which the restrictions have not lapsed shall terminate and not be exercisable by or issued to Executive if during or after such suspension the Executive is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any offense specified in subparagraphs 1(e)(v), (vi) or (ix) above or any matter that gave rise to the suspension.

(f) “Change of Control” shall be deemed to have occurred if:

(i) any Person is or becomes a “beneficial owner” (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act), directly or indirectly, of securities representing the Applicable Percentage (as defined below) or more of the total voting power of all of the Company’s then outstanding voting securities. For purposes of this Section 1(f), the term “Person” shall not include: (A) the Company or any of its subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries, or (C) an underwriter temporarily holding securities pursuant to an offering of said securities, or (D) Allen. For purposes of this Agreement, in the case of a recapitalization or other exchange involving the exchange of Company voting stock for the Company’s debt, the group of debtholders that acquires such Company voting stock as the result of such recapitalization or exchange shall not be treated as a single Person solely by reason of such recapitalization or exchange; or

(ii) the occurrence of a merger, consolidation or sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), in each case, unless following such Business Combination: (A) all or substantially all of the individuals and entities who were the “beneficial owners” (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of the outstanding voting securities of

the Company immediately prior to such Business Combination beneficially own, directly or indirectly, securities representing more than fifty percent (50%) of the total voting power of the then outstanding voting securities of the entity resulting from such Business Combination (or such assets as the case may be) or the parent of such entity in substantially the same proportionate ownership as in effect immediately prior to the Business Combination (the "Resulting Entity"); and (B) a majority of the members of the board of directors or other governing body of the Resulting Entity were members of the Board at the time of the execution of the initial agreement, or at the time of the action of the Board, providing for such Business Combination; or

(iii) the consummation of a plan of complete liquidation or dissolution of the Company; or

(iv) if and when Allen shall no longer have the power to appoint a majority of the Board, during any period of two (2) consecutive calendar years, individuals who either (A) at the beginning of such period are members of the Board ("Incumbent Directors"), or (B) whose election to the Board during such period is approved by a vote of the majority of those members of the Board who are Incumbent Directors at the time of such approval, whereupon such individual so approved shall be treated as an Incumbent Director with respect to future approvals, cease for any reason to constitute a majority of the Board.

Notwithstanding the foregoing subsections 1(f)(i) through (iii), a Change of Control shall not include any transaction or series of transactions, including any transactions described above if, following such transaction or transactions, (x) Allen has the largest percentage ownership of the voting securities in the Company or any successor or surviving corporation held by any Person (other than any Person that includes Allen), provided such percentage ownership is more than twenty-five percent or (y) Allen has the power to appoint a majority of the members of the Board of Directors.

For purposes of this definition, (A) at all times that Allen is or are the "beneficial owner(s)" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of securities representing in the aggregate at least fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means fifty percent (50%); and (B) at all times that Allen is or are the beneficial owner(s) of securities representing in the aggregate less than fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means any percentage that is more than the greater of (1) the percentage of the total voting power of all of the Company's then outstanding voting securities represented by securities beneficially owned by Allen or (2) twenty-five percent (25%).

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) "Committee" shall mean either the Compensation and Benefits Committee of the Board, or a Subcommittee of such Committee duly appointed by the Board or the Committee.

(i) "Company" shall have the meaning set forth in the preamble hereto.

(j) "Company Stock" shall mean the \$.10 par value common stock of the Company.

(k) "Date of Termination" shall mean (i) if Executive's employment is terminated by Executive's death, the date of Executive's death and (ii) if Executive's employment is terminated pursuant to Section 14(a)(ii) – (vi), the date of termination of employment, as defined in 409(A) regulations under the Code.

(l) For purposes of this Agreement, Executive will be deemed to have a "Disability" if, due to illness, injury or a physical or medically recognized mental condition, (a) Executive is unable to perform Executive's duties under this Agreement with reasonable accommodation for 120 consecutive days, or 180 days during any twelve month period, as determined in accordance with this Section, or (b) Executive is considered disabled for purposes of receiving / qualifying for long term disability benefits under any group long term disability insurance plan or policy offered by Company in which Executive participates. The Disability of Executive will be determined by a medical doctor selected by written agreement of Company and Executive upon the request of either party by notice to the other, or (in the case of and with respect to any applicable long term disability insurance policy or plan) will be determined according to the terms of the applicable long term disability insurance policy / plan. If Company and Executive cannot agree on the selection of a medical doctor, each of them will select a medical doctor and the two medical doctors will select a third medical doctor who will determine whether Executive has a Disability. The determination of the medical doctor selected under this Section will be binding on both parties. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this Section, and to other specialists designated by such medical doctor, and Executive hereby authorizes the disclosure and release to Company of such determination and all supporting medical records. If Executive is not legally competent, Executive's legal guardian or duly authorized attorney-in-fact will act in Executive's stead under this Section for the purposes of submitting Executive to the examinations, and providing the authorization of disclosure, required under this Section.

(m) "Executive" shall have the meaning set forth in the preamble hereto.

(n) "Good Reason" shall mean any of the events described herein that occur without Executive's prior written consent: (i) any reduction in Executive's Annual Base Salary or Target Bonus Percentage, except as permitted hereunder, (ii) any failure to pay Executive's compensation hereunder when due; (iii) any material breach by the Company of a term hereof; (iv) relocation of Executive's primary workplace to a location that is more than fifty (50) miles from the office where Executive is then assigned to work as Executive's principal office (in each case "(i)" through "(iv)" only if Executive objects in writing within 30 days after being informed of

such events and unless Company retracts and/or rectifies the claimed Good Reason within 30 days following Company's receipt of timely written objection from Executive); or (v) the failure of a successor to the business of the Company to assume the Company's obligations under this Agreement in the event of a Change of Control during its term.

(o) "Notice of Termination" shall have the meaning set forth in Section 14(b).

(p) "Options" shall have the meaning set forth in Section 7.

(q) "Performance Unit" and "Performance Shares" shall have the meaning set forth in Section 9 hereof.

(r) "Person" shall have the meaning set forth in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934.

(s) "Plan" shall mean the 2001 Stock Incentive Plan as amended by the Company from time to time.

(s) "Restricted Shares" shall have the meaning set forth in Section 8.

(t) "Term" shall have the meaning set forth in Section 2.

(u) "Voluntary" and "Voluntarily" in connection with Executive's termination of employment shall mean a termination of employment resulting from the initiative of the Executive, excluding a termination of employment attributable to Executive's death or Disability. A resignation by Executive that is in response to a communicated intent by the Company to discharge Executive other than for Cause is not considered to be "Voluntary" and shall be considered to be a termination by the Company for the purposes of this Agreement.

2. **Employment Term.** The Company hereby employs the Executive, and the Executive hereby accepts his employment, under the terms and conditions hereof, for the period (the "Term") beginning on the Effective Date hereof and terminating upon the earlier of (i) October 1, 2009 (the "Initial Term") and (ii) the Date of Termination as defined in Section 1(k).

3. **Position and Duties.** Executive shall serve as Vice President-Finance and Corporate Treasurer initially reporting to the Chief Financial Officer but with such other reporting relationships as shall be determined by the Chief Executive Officer from time to time, with such responsibilities, duties and authority as are customary for such role, including, but not limited, overall management responsibility for tax, insurance and treasury operations of the Company. Executive shall devote all necessary business time and attention, and employ Executive's reasonable best efforts, toward the fulfillment and execution of all assigned duties, and the satisfaction of defined annual and/or longer-term performance criteria.

4. **Place of Performance.** In connection with Executive's employment during the Term, Executive's initial primary workplace shall be the Company's offices in or near St. Louis, Missouri except for necessary travel on the Company's business.

5. **Annual Base Salary.** During the Term, Executive shall receive a base salary at a rate not less than \$215,250.00 per annum (the "Annual Base Salary"), less standard deductions, paid in accordance with the Company's general payroll practices for executives, but no less frequently than monthly. The Annual Base Salary shall compensate Executive for any official position or directorship of a subsidiary or affiliate that Executive is asked to hold in the Company or its subsidiaries or affiliates as a part of Executive's employment responsibilities. No less frequently than annually during the Term, the Committee, on advice of the Company's Chief Executive Officer, shall review the rate of Annual Base Salary payable to Executive, and may, in its discretion, increase the rate of Annual Base Salary payable hereunder; *provided, however*, that any increased rate shall thereafter be the rate of "Annual Base Salary" hereunder.

6. **Bonus.** Except as otherwise provided for herein, for each fiscal year or other period consistent with the Company's then-applicable normal employment practices during which Executive is employed hereunder on the last day (the "Bonus Year"), Executive shall be eligible to receive a bonus in an amount up to 40% of Executive's Annual Base Salary (the "Bonus" and bonuses at such percentage of Annual Base Salary being the "Target Bonus") pursuant to, and as set forth in, the terms of the Executive Bonus Plan as such Plan may be amended from time to time, plus such other bonus payments, if any, as shall be determined by the Committee in its sole discretion, with such Bonus being paid on or before February 28 of the year next following the Bonus Year, or as soon as is administratively practicable thereafter (e.g., after the public disclosure of the Company's financial results for the prior year on SEC Form 10-K or on such replacement form as the SEC shall determine, for those years as the Company's securities are traded publicly, and the Company's annual financial results are reported to the shareholders, for those (if any) years as the Company's securities are not traded publicly).

7. **Stock Options.** The Company has previously granted to Executive options to purchase shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive additional options to purchase shares of Company Stock (all of such options, collectively, the "Options") pursuant to the terms of the Plan, any successor plan and an associated Stock Option Agreement.

8. **Restricted Shares.** The Company has previously granted to Executive Restricted Shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive Restricted Shares (collectively, the "Restricted Shares"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Restricted Shares Grant Letter.

9. **Performance Shares Units.** The Company has previously granted to Executive Performance Share Units of which some have been converted into Performance Shares (which are not aggregated in the forgoing description of Restricted Shares) as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive further Performance Share Units (collectively, the "Performance Units"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Performance Unit Grant Letter.

10. **Top Talent Retention Plan.** Executive currently is a participant in the Company's 2006 Top Talent Retention Plan with a Plan Award (as defined in such Plan) as set forth in Exhibit

B and shall remain a participant in such Plan under the terms therefore for the term of this Agreement.

11. **Benefits.** Executive shall be entitled to receive such benefits and to participate in such employee group benefit plans, including life, health and disability insurance policies, and financial planning services, and other perquisites and plans as are generally provided by the Company to its senior executives of comparable level and responsibility in accordance with the plans, practices and programs of the Company, as amended from time to time.

12. **Expenses.** The Company shall reimburse Executive for all reasonable and necessary expenses incurred by Executive in connection with the performance of Executive's duties as an employee of the Company in accordance with the Company's generally applicable policies and procedures. Such reimbursement is subject to the submission to the Company by Executive of appropriate documentation and/or vouchers in accordance with the customary procedures of the Company for expense reimbursement, as such procedures may be revised by the Company from time to time hereafter.

13. **Vacations.** Executive shall be entitled to paid vacation in accordance with the Company's vacation policy as in effect from time to time *provided that*, in no event shall Executive be entitled to less than three (3) weeks vacation per calendar year. Executive shall also be entitled to paid holidays and personal days in accordance with the Company's practice with respect to same as in effect from time to time.

14. **Termination.**

(a) Executive's employment hereunder may be terminated by the Company, on the one hand, or Executive, on the other hand, as applicable, without any breach of this Agreement, under the following circumstances:

(i) **Death.** Executive's employment hereunder shall automatically terminate upon Executive's death.

(ii) **Disability.** If Executive has incurred a Disability, the Company may give Executive written notice of its intention to terminate Executive's employment. In such event, Executive's employment with the Company shall terminate effective on the 14th day after delivery of such notice to Executive, *provided that* within the 14 days after such delivery, Executive shall not have returned to full-time performance of Executive's duties. Executive may provide notice to the Company of Executive's resignation on account of a bona fide Disability at any time.

(iii) **Cause.** The Company may terminate Executive's employment hereunder for Cause effectively immediately upon delivery of notice to Executive, taking into account any procedural requirements set forth under Section 1(e) above.

(iv) **Good Reason.** Executive may terminate Executive's employment herein for Good Reason upon (i) satisfaction of any advance notice and other procedural

requirements set forth under Section 1(n) above for any termination pursuant to Section 1(n)(i) through (iv) or (ii) at least 30 days' advance written notice by the Executive for any termination pursuant to Section 1(n)(v).

(v) Without Cause. The Company may terminate Executive's employment hereunder without Cause upon at least 30 days' advance written notice to the Executive.

(vi) Resignation Without Good Reason. Executive may resign Executive's employment without Good Reason upon at least thirty (30) days' written notice to the Company.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 14 (other than pursuant to Sections 14(a)(i)) shall be communicated by a written notice (the "Notice of Termination") to the other party hereto, indicating the specific termination provision in this Agreement relied upon, setting forth in reasonable detail any facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and specifying a Date of Termination which notice shall be delivered within the applicable time periods set forth in subsections 14(a)(ii)-(vi) above (the "Notice Period"); *provided that* the Company may pay to Executive all Annual Base Salary, benefits and other rights due to Executive during such Notice Period instead of employing Executive during such Notice Period.

(c) Resignation from Representational Capacities. Executive hereby acknowledges and agrees that upon Executive's termination of employment with the Company for whatever reason, [s]he shall be deemed to have, and shall have in fact, effectively resigned from all executive, director or other positions with the Company or its affiliates at the time of such termination of employment, and shall return all property owned by the Company and in Executive's possession, including all hardware, files and documents, at that time.

(d) Termination in Connection with Change in Control. If Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, such termination shall be deemed to have occurred immediately before such Change in Control for purposes of this Agreement and the Plan.

15. Termination Pay

(a) Effective upon the termination of Executive's employment, Company will be obligated to pay Executive (or, in the event of Executive's death, the Executive's designated beneficiary as defined below) only such compensation as is provided in this Section 15, except to the extent otherwise provided for in any Company stock incentive, stock option or cash award plan (including, among others, the Plan), approved by the Board. For purposes of this Section 15, Executive's designated beneficiary will be such individual beneficiary or trust, located at such address, as Executive may designate by notice to Company from time to time or, if Executive fails to give notice to Company of such a beneficiary, Executive's estate. Notwithstanding the

preceding sentence, Company will have no duty, in any circumstances, to attempt to open an estate on behalf of Executive, to determine whether any beneficiary designated by Executive is alive or to ascertain the address of any such beneficiary, to determine the existence of any trust, to determine whether any person purporting to act as Executive's personal representative (or the trustee of a trust established by Executive) is duly authorized to act in that capacity, or to locate or attempt to locate any beneficiary, personal representative, or trustee.

(b) Termination by Executive for Good Reason or by Company without Cause. If prior to expiration of the Term, Executive terminates his or her employment for Good Reason, or if the Company terminates Executive's employment other than for Cause or Executive's death or Disability, Executive will be entitled to receive, subject to the conditions of this Agreement, the following:

(i) (A) all Annual Base Salary duly payable under the applicable plan for performance periods ending prior to the Date of Termination, but unpaid as of the Date of Termination, plus (B) in consideration for Executive's obligations set forth in Section 18 hereof, an amount equal to one (1) times the Executive's then-current rate of Annual Base Salary, which total sum shall be payable following the Date of Termination in twenty-six (26) equal bi-weekly installments in accordance with the Company's normal payroll practices *provided that*, if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) during such twelve (12) month period (and such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code), any amounts remaining payable to Executive hereunder shall be paid in a single lump sum immediately upon such Change of Control.

(ii) a *pro rata* bonus for the year during which the termination is effective (prorated for the period from the beginning of the year in question until the effective date of termination) if and to the extent a bonus otherwise is payable under the terms of the applicable incentive bonus plan as determined by the Board, based upon results for the entire year. This amount will be payable as and when incentive compensation under such plan for the year in question is paid to other participants generally but not later than two and one-half months after the end of the calendar year in which the termination is effective. The Board shall determine the amount of any such bonus and/or the extent to which any such bonus has been earned under the plan, in its sole discretion, considering results for the entire year and not just the period of Executive's employment.

(iii) if Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, the Company shall treat as earned all unvested Performance Units for which the performance term has not expired as of such Change of Control at the rate calculated pursuant to the Plan and the

applicable Grant Letter, and shall immediately convert those Units into Restricted Shares and accelerate as of the Date of Termination the removal of restrictions on such shares.

(iv) all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the Date of Termination which are payable under and in accordance with this Agreement, which amount will be paid within thirty (30) days after the submission by Executive of properly completed reimbursement requests on the Company's standard forms;

(v) a lump sum payment (net after deduction of taxes and other required withholdings) equal to twelve (12) times the monthly cost, at the time Executive's employment terminated, for Executive to receive under COBRA the paid coverage for health, dental and vision benefits then being provided for Executive at the Company's cost at the time Executive's employment terminated. This amount will be paid at the same time the payment is made under Section 15(b)(i) and will not take into account future increases in costs during the applicable time period; and

(vi) notwithstanding anything to the contrary in any award agreement, Executive shall be deemed to be actively employed during the twelve (12) month period following termination of employment for purposes of vesting of all stock options, performance units and restricted stock; *provided that* if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) within such period, all remaining stock options that would have vested in the twelve (12) month period shall vest, and all remaining restricted stock and performance units whose restrictions would have lapsed in the twelve (12) month period shall have their restrictions lapse immediately upon such Change of Control; provided, however, that with respect to any equity-based compensation awards subject to Section 409A of the Code (as determined by independent tax counsel retained by the Company), vesting and/or the lapse of restrictions will only be accelerated if such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code, or the first subsequent time at which such distribution may be made in compliance with Section 409A of the Code; and

(vii) pay the cost of up to six (6) months, as required, of executive-level out-placement services (which provides as part of the outplacement the use of an office and secretarial support as near as reasonably practicable to Executive's residence).

provided, however, any of the benefits described in Section 15(b)(i) through (vii) that are due to be paid or awarded during the first six (6) months after the Date of Termination shall, to the extent required to avoid the tax consequences of Section 409A of the Code as determined by independent tax counsel, be suspended and paid after the six (6) month anniversary of Executive's Date of Termination.

(c) The Executive shall not be required to mitigate the amount of any payments provided in Section 15, by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 15 be reduced by any compensation earned by Executive as a result of employment by another company or business, or by profits earned by Employee from any other source at any time before or after the date of Termination, so long as Executive is not in breach of the Agreement.

(d) Termination by Executive without Good Reason or by Company for Cause. If prior to the expiration of the Term or thereafter, Executive Voluntarily terminates Executive's employment prior to expiration of the Term without Good Reason or if Company terminates this Agreement for Cause, Executive will be entitled to receive Executive's then-existing Annual Base Salary only through the date such termination is effective and will be reimbursed for all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the date of termination which are payable under and in accordance with this Agreement; any unvested options and shares of restricted stock shall terminate as of the date of termination unless otherwise provided for in any applicable plan or award agreement; and Executive shall be entitled to no other compensation, bonus, payments or benefits except as expressly provided in this paragraph.

(e) Termination upon Disability or Death. If Executive's employment shall terminate by reason of Executive's Disability (pursuant to Section 14(a)(ii)) or death (pursuant to Section 14(a)(i)), the Company shall pay to Executive, in a lump sum cash payment as soon as practicable following the Date of Termination, all unpaid Annual Base Salary and Bonus previously earned for a performance periods ending prior to the Date of Termination, but unpaid as of the Date of Termination, and the *pro rata* portion of their Bonus for such year (when and as paid to other senior executives of the Company) for the Performance Period in which the termination occurred. In the case of Disability, if there is a period of time during which Executive is not being paid Annual Base Salary and not receiving long-term disability insurance payments, the Company shall make interim payments equal to such unpaid disability insurance payments to Executive until commencement of disability insurance payments; *provided that*, to the extent required to avoid the tax consequences of Section 409A of the Code, as determined by independent tax counsel, the first payment shall cover all payments scheduled to be made to Executive during the first six (6) months after the date Executive's employment terminates, and the first such payment shall be delayed until the day that is six (6) months after the date Executive's employment terminates.

(f) Benefits. Except as otherwise required by law, Executive's accrual of, and participation in plans providing for, the Benefits will cease at the effective Date of the Termination of employment.

(g) Conditions To Payments. To be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b)(i) and 15(e), Executive must comply with the provisions of Sections 16, 17 and 18. In addition, to be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b) and 15(e) Executive (or Executive's executor and personal representatives in case of death) must first execute and

deliver to Company, and comply with, an agreement, in form and substance reasonably satisfactory to Company, effectively releasing and giving up all claims Executive may have against Company or any of its subsidiaries or affiliates (and each of their respective controlling shareholders, employees, directors, officers, plans, fiduciaries, insurers and agents) arising out of or based upon any facts or conduct occurring prior to that date. The agreement will be prepared by Company, will be based upon the standard form (if any) then being utilized by Company for executive separations when severance is being paid, and will be provided to Executive at the time Executive's employment is terminated or as soon as administratively practicable thereafter (not to exceed five (5) business days). The agreement will require Executive to consult with Company representatives, and voluntarily appear as a witness for trial or deposition (and to prepare for any such testimony) in connection with, any claim which may be asserted by or against Company, any investigation or administrative proceeding, any matter relating to a franchise, or any business matter concerning Company or any of its transactions or operations. A copy of the standard form release being used by Company as of the date of this agreement for executive separations when severance is being paid is attached to this Agreement as Exhibit C. It is understood that the final document may not contain provisions specific to the release of a federal age discrimination claim if Executive is not at least forty (40) years of age, and may be changed as Company's chief legal counsel considers necessary and appropriate to enforce the same, including provisions to comply with changes in applicable laws and recent court decisions. Payments under and/or benefits provided by Section 15 will not be made unless and until Executive executes and delivers that agreement to Company within twenty-one (21) days (or 45 days, in the case of a widespread reduction in force) after delivery of the document (or such lesser time as Company's chief legal counsel may specify in the document) and all conditions to the effectiveness of that agreement and the releases contemplated thereby have been satisfied (including without limitation the expiration of any applicable revocation period without revoking acceptance).

(h) Survival. The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued hereunder prior to such expiration, subject to the terms of any agreement containing a general release provided by Executive.

16. **Competition/Confidentiality.**

(a) Acknowledgments by Executive. Executive acknowledges that (a) during the Term and as a part of Executive's employment, Executive has been and will be afforded access to Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; (c) because Executive possesses substantial technical expertise and skill with respect to the Company's business, Company desires to obtain exclusive ownership of each invention by Executive while Executive is employed by the Company, and Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each such invention by Executive; and (d) the provisions of this Section 16 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide Company with exclusive ownership of all inventions and works made or created by Executive.

(b) Confidential Information. (i) The Executive acknowledges that during the Term Executive will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Executive shall hold such Confidential Information in strictest confidence and never at any time, during or after Executive's employment terminates, directly or indirectly use for Executive's own benefit or otherwise (except in connection with the performance of any duties as an employee hereunder) any Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

(ii) As used in this Agreement, the term "Confidential Information" shall include, but not be limited to, any of the following information relating to Company learned by the Executive during the Term or as a result of Executive's employment with Company:

(A) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(B) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(C) any trade secret or confidential information of or concerning any business operation or business relationship;

(D) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software is used in combination or alone;

(E) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information (including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(F) information concerning the Company's employees, officers, directors and shareholders; and

(G) any other trade secret or information of a confidential or proprietary nature.

(iii) Executive shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by Executive to be for the benefit of the Company, and will, at Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Executive may at any time have within his possession or control that contain any Confidential Information.

(iv) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Executive or which has become rightfully available to Executive on a non-confidential basis from any third party, the disclosure of which to Executive does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure by Executive or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

(v) Executive will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Executive's duties at home or while traveling, or except as otherwise specifically authorized by Company) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Executive recognizes that, as between Company and Executive, all of the Proprietary Items, whether or not developed by Executive, are the exclusive property of the Company. Upon termination of Executive's employment by either party, or upon the request of Company during the Term, Executive will return to Company all of the Proprietary Items in Executive's possession or subject to Executive's control, including all equipment (e.g., laptop computers, cell phone, portable e-mail devices, etc.), documents, files and data, and Executive shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

17. Proprietary Developments.

(a) Any and all inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae (collectively, hereinafter referred to as "Developments"), made, conceived, developed, or created by Executive (alone or in conjunction with others, during regular work hours or otherwise) during Executive's employment, which may be directly or indirectly useful in, or relate to, the business conducted or to be conducted by the Company will be promptly disclosed by Executive to Company and shall be Company's exclusive property. The term "Developments" shall not be deemed to include inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae which were in the possession of Executive prior to the Term. Executive hereby transfers and assigns to Company all proprietary rights which Executive may have or acquire in any Developments and Executive waives any other special right which the Executive may have or accrue therein. Executive will execute any documents and to take any actions that may be required, in the reasonable determination of Company's counsel, to effect and

confirm such assignment, transfer and waiver, to direct the issuance of patents, trademarks, or copyrights to Company with respect to such Developments as are to be Company's exclusive property or to vest in Company title to such Developments; provided, however, that the expense of securing any patent, trademark or copyright shall be borne by Company. The parties agree that Developments shall constitute Confidential Information.

(b) "Work Made for Hire." Any work performed by Executive during Executive's employment with Company shall be considered a "Work Made for Hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of Company. In the event it should be established that such work does not qualify as a Work Made for Hire, Executive agrees to and does hereby assign to Company all of Executive's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

18. Non-Competition and Non-Interference.

(a) Acknowledgments by Executive. Executive acknowledges and agrees that: (a) the services to be performed by Executive under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 18 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Executive's ability to earn a living.

(b) Covenants of Executive. For purposes of this Section 18, the term "Restricted Period" shall mean the period commencing as of the date of this Agreement and terminating on the second anniversary (or, in the case of Section 18(b)(i), the first anniversary), of the date Executive's employment terminated *provided that* the "Restricted Period" also shall encompass any period of time from whichever anniversary date is applicable until and ending on the last date Executive is to be paid any payment under Section 15 hereof. In consideration of the acknowledgments by Executive, and in consideration of the compensation and benefits to be paid or provided to Executive by Company, Executive covenants and agrees that during the Restricted Period, the Executive will not, directly or indirectly, for Executive's own benefit or for the benefit of any other person or entity other than the Company:

(i) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be employed by a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where Executive then lives or conducts such activities); perform any work as an employee, consultant (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company), contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where Executive then lives or conducts such activities); or directly or indirectly provide any services or advice to a any business, person or entity who or which is engaged in a Competitive Business (other than as a member of a

professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company). A “Competitive Business” is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business; owns or operates a cable television system; provides direct television or any satellite-based, telephone system-based, internet based or wireless system for delivering television, music or other entertainment programming (other than as an ancillary service, such as cellular telephone providers); provides telephony services using any wired connection or fixed (as opposed to mobile) wireless application; provides data or internet access services; or offers, provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time Executive’s employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section 18 shall not be construed or applied (i) so as to prohibit Executive from owning not more than five percent (5%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as Executive’s investment is passive and Executive does not lend or provide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (ii) so as to prohibit Executive from working as an employee in the cable television business for a company/business that owns or operates cable television franchises (by way of current example only, Time Warner, Cablevision, Cox or Comcast), *provided that* the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services (other than nominal overlaps of service areas) and the company/business is otherwise not engaged in a Competitive Business, and provided Executive does not otherwise violate the terms of this Agreement in connection with that work;

(ii) contact, solicit or provide any service to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Executive’s employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Executive’s employment terminated); or directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchased by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(iii) solicit or recruit for employment, any person or persons who are employed by Company or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the date Executive’s employment terminated, or otherwise interfere with the relationship between any such person and the Company; nor will the Executive assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or

engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees.

If Executive violates any covenant contained in this Section 18, then the term of the covenants in this Section shall be extended by the period of time Executive was in violation of the same.

(c) Provisions Pertaining to the Covenants. Executive recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 18 shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Executive's employment terminates. It is agreed that the Executive's services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Executive's breach of this Section, Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits hereunder. If any provision of Sections 16, 17 or 18 of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Company the maximum restriction on Executive's activities permitted by applicable law in such circumstances. Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non existence of any other similar agreement for anyone else employed by Company or by Company's failure to exercise any of its rights under any such agreement.

(d) Notices. In order to preserve Company's rights under this Agreement, Company is authorized to advise any potential or future employer, any third party with whom Executive may become employed or enter into any business or contractual relationship with, and any third party whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and Company shall not be liable for doing so.

(e) Injunctive Relief and Additional Remedy. Executive acknowledges that the injury that would be suffered by Company as a result of a breach of the provisions of this Agreement (including any provision of Sections 16, 17 and 18) would be irreparable and that an award of monetary damages to Company for such a breach would be an inadequate remedy. Consequently, Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and Company will not be obligated to post bond or other security in seeking such relief. Without limiting Company's rights under this Section or any other remedies of Company, if Executive breaches any of the provisions of Sections 16, 17 or 18, Company will have the right to cease making any payments otherwise due to Executive under this Agreement.

(f) Covenants of Sections 16, 17 and 18 are Essential and Independent Covenants. The covenants by Executive in Sections 16, 17 and 18 are essential elements of this Agreement, and

without Executive's agreement to comply with such covenants, Company would not have entered into this Agreement or employed Executive. Company and Executive have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by Company. Executive's covenants in Sections 16, 17 and 18 are independent covenants and the existence of any claim by Executive against Company, under this Agreement or otherwise, will not excuse Executive's breach of any covenant in Section 16, 17 or 18. If Executive's employment hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of Executive in Sections 16, 17 and 18. The Company's right to enforce the covenants in Sections 16, 17 and 18 shall not be adversely affected or limited by the Company's failure to have an agreement with another employee with provisions at least as restrictive as those contained in Sections 16, 17 or 18, or by the Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in Sections 16, 17 and 18 of this Agreement.

19. **Executive's Representations And Further Agreements.**

(a) Executive represents, warrants and covenants to Company that:

(i) Neither the execution and delivery of this Agreement by Executive nor the performance of any of Executive's duties hereunder in accordance with the Agreement will violate, conflict with or result in the breach of any order, judgment, employment contract, agreement not to compete or other agreement or arrangement to which Executive is a party or is subject;

(ii) On or prior to the date hereof, Executive has furnished to Company true and complete copies of all judgments, orders, written employment contracts, agreements not to compete, and other agreements or arrangements restricting Executive's employment or business pursuits, that have current application to Executive;

(iii) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, and that prior to assenting to the terms of this Agreement, or giving the representations and warranties herein, Executive has been given a reasonable time to review it and has consulted with counsel of Executive's choice; and

(iv) Executive has not provided, nor been requested by Company to provide, to Company, any confidential or non public document or information of a former employer that constitutes or contains any protected trade secret, and will not use any protected trade secrets in connection with the Executive's employment.

(b) During and subsequent to expiration of the Term, the Executive will cooperate with Company, and furnish any and all complete and truthful information, testimony or affidavits in connection with any matter that arose during the Executive's employment, that in any way relates to the business or operations of the Company or any of its parent or subsidiary corporations or affiliates, or of which the Executive may have any knowledge or involvement; and will consult with and provide information to Company and its representatives concerning such matters.

Executive shall fully cooperate with Company in the protection and enforcement of any intellectual property rights that relate to services performed by Executive for Company, whether under the terms of this Agreement or prior to the execution of this Agreement. This shall include without limitation executing, acknowledging, and delivering to Company all documents or papers that may be necessary to enable Company to publish or protect such intellectual property rights. Subsequent to the Term, the parties will make their best efforts to have such cooperation performed at reasonable times and places and in a manner as not to unreasonably interfere with any other employment in which Executive may then be engaged. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony, sworn statement or declaration that is not complete and truthful. If Company requires the Executive to travel outside the metropolitan area in the United States where the Executive then resides to provide any testimony or otherwise provide any such assistance, then Company will reimburse the Executive for any reasonable, ordinary and necessary travel and lodging expenses incurred by Executive to do so provided the Executive submits all documentation required under Company's standard travel expense reimbursement policies and as otherwise may be required to satisfy any requirements under applicable tax laws for Company to deduct those expenses. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony or affidavit that is not complete and truthful.

20. **Mutual Non-Disparagement.** Neither the Company nor Executive shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the business or legal community or in the telecommunications industry.

21. **Foreign Corrupt Practices Act.** Executive agrees to comply in all material respects with the applicable provisions of the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, which provides generally that: under no circumstances will foreign officials, representatives, political parties or holders of public offices be offered, promised or paid any money, remuneration, things of value, or provided any other benefit, direct or indirect, in connection with obtaining or maintaining contracts or orders hereunder. When any representative, employee, agent, or other individual or organization associated with Executive is required to perform any obligation related to or in connection with this Agreement, the substance of this section shall be imposed upon such person and included in any agreement between Executive and any such person. Failure by Executive to comply with the provisions of the FCPA shall constitute a material breach of this Agreement and shall entitle the Company to terminate Executive's employment for Cause.

22. **Purchases and Sales of the Company's Securities.** Executive has read and agrees to comply in all respects with the Company's Policy Regarding the Purchase and Sale of the Company's Securities by Employees, as such Policy may be amended from time to time. Specifically, and without limitation, Executive agrees that Executive shall not purchase or sell stock in the Company at any time (a) that Executive possesses material non-public information about the Company or any of its businesses; and (b) during any "Trading Blackout Period" as may be determined by the Company as set forth in the Policy from time to time.

23. **Indemnification.** (a) If Executive is made a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, a "Covered Person"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection therewith; *provided, however*, that, except as provided in Section 23(c) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board.

(b) The Corporation shall pay the expenses (including attorneys' fees) incurred by Executive in defending any such proceeding in advance of its final disposition (hereinafter, an "advancement of expenses"), *provided, however*, that, if the Delaware General Corporation Law so requires, an advancement of expenses incurred by Executive in his or her capacity as such shall be made only upon delivery to the Corporation of an undertaking (hereinafter, an "Undertaking"), by or on behalf of such Executive, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "Final Adjudication") that Executive was not entitled to be indemnified for such expenses under this Section 23 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Subsections 23(a) and (b) hereof shall be contract rights and such rights shall continue even after Executive ceases to be employed by the Company and shall inure to the benefit of Executive's heirs, executors and administrators.

(c) If a claim under Section 23(a) or (b) hereof is not paid in full by the Company within sixty (60) days after a written claim therefore has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, Executive may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If Executive is successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, Executive shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by Executive to enforce a right to indemnification hereunder (but not in a suit brought by Executive to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, the Company shall be entitled to recover such expenses upon a final adjudication that, Executive has not met the applicable standard for indemnification set forth in the Delaware General Corporation Law. To the fullest extent permitted by law, neither the failure of the Company (including its disinterested directors,

committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of Executive is proper in the circumstances because the Executive has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption that Executive has not met the applicable standard of conduct or, in the case of such a suit brought by Executive, be a defense to such suit. In any suit brought by Executive to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that Executive is not entitled to be indemnified, or to such advancement of expenses, under this Section 23 or otherwise shall, to the extent permitted by law, be on the Company.

(d) The rights to indemnification and to the advancement of expenses conferred in this Section 23 shall not be exclusive of any other right of indemnification which Executive or any other person may have or hereafter acquire by any statute, the Corporation's Certificate of Incorporation or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

(e) The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

24. **Withholding.** Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive or his estate or beneficiary shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to applicable law or regulation.

25. **Notices.** Any written notice required by this Agreement will be deemed provided and delivered to the intended recipient when (a) delivered in person by hand; or (b) three days after being sent via U.S. certified mail, return receipt requested; or (c) the day after being sent via by overnight courier, in each case when such notice is properly addressed to the following address and with all postage and similar fees having been paid in advance:

If to the Company:	Charter Communications, Inc. Attn.: Human Resources 12405 Powerscourt Drive St. Louis, MO 63131
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If to Executive:

Thomas M. Degnan
6410 Grayhawk Drive
Pacific, MO 63069

Either party may change the address to which notices, requests, demands and other communications to such party shall be delivered personally or mailed by giving written notice to the other party in the manner described above.

26. **Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns.

27. **Entire Agreement.** This Agreement constitutes the entire agreement between the listed parties with respect to the subject matter described in this Agreement and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect to such subject matter, except to the extent said agreements, understandings and arrangements are referenced or referred to in this Agreement. This Agreement may not be modified, amended, altered or rescinded in any manner, except by written instrument signed by both of the parties hereto; provided, however, that the waiver by either party of a breach or compliance with any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or compliance. Except to the extent the terms hereof are explicitly and directly inconsistent with the terms of the Plan, nothing herein shall be deemed to override or replace the terms of the Plan, including but not limited to sections 6.4, 9.4 and 10.4 thereof.

28. **Severability.** In case any one or more of the provisions of this Agreement shall be held by any court of competent jurisdiction or any arbitrator selected in accordance with the terms hereof to be illegal, invalid or unenforceable in any respect, such provision shall have no force and effect, but such holding shall not affect the legality, validity or enforceability of any other provision of this Agreement provided that the provisions held illegal, invalid or unenforceable does not reflect or manifest a fundamental benefit bargained for by a party hereto.

29. **Assignment.** Subject to the Executive's right to terminate in the event of a Change of Control hereunder, this Agreement can be assigned by the Company only to a company that controls, is controlled by, or is under common control with the Company and which assumes all of the Company's obligations hereunder. The duties and covenants of Executive under this Agreement, being personal, may not be assigned or delegated except that Executive may assign payments due hereunder to a trust established for the benefit of Executive's family or to Executive's estate or to any partnership or trust entered into by Executive and/or Executive's immediate family members (meaning, Executive's spouse and lineal descendants). This agreement shall be binding in all respects on permissible assignees.

30. **Notification.** In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any third party with whom Executive may become employed or enter into any business or contractual relationship with, or whom Executive may contact for any

such purpose, of the existence of this Agreement and its terms, and the Company shall not be liable for doing so.

31. **Choice of Law/Jurisdiction** This Agreement is deemed to be accepted and entered into in St. Louis County, Missouri. Executive and the Company intend and hereby acknowledge that jurisdiction over disputes with regard to this Agreement, and over all aspects of the relationship between the parties hereto, shall be governed by the laws of the State of Missouri without giving effect to its rules governing conflicts of laws. Executive agrees that in any suit to enforce this Agreement, or a to any dispute that arises between the Company and the Executive regarding or relating to this Agreement and/or any aspect of Executive's employment relationship with Company, venue and jurisdiction are proper in the County of St. Louis, and (if federal jurisdiction exists) the United States District Court for the Eastern Division of Missouri in St. Louis, and Executive waives all objections to jurisdiction and venue in any such forum and any defense that such forum is not the most convenient forum.

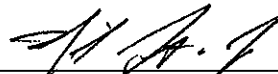
32. **Section Headings**. The section headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.

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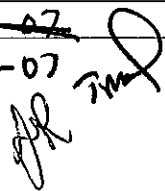
33. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Charter Communications, Inc.

By: 
Name: Neil Smit
Title: President & CEO

EXECUTIVE


Name: Thomas M. Degnan
Address: 6410 GRAYHAWK DR PACIFIC MO 63069
Date: ~~90-4-07~~
10-25-07 

Grant Summary Report							Charter Communications			
From // to //										
Activity as of 10/1/2007										
Grant Date	Grant Type	Grant Price	Granted	Exercised	Canceled	Subject to Repurchase	Outstanding	Vested	Outstanding Exercisable	
1999 Non-Qualified Stock Optio										
Thomas M. Degnan										
11/8/1999	Non-Qualified	\$19.00	40,000	0	40,000	0	0	33,999	0	
Optionee Total			40,000	0	40,000	0	0	33,999	0	
Plan Totals			40,000	0	40,000	0	0	33,999	0	
2001 Non-Qualified Stock Optio										
Thomas M. Degnan										
2/12/2001	Non-Qualified	\$23.09	20,000	0	20,000	0	0	15,000	0	
9/28/2001	Non-Qualified	\$11.99	20,000	0	20,000	0	0	10,000	0	
1/27/2004	Non-Qualified	\$5.17	15,000	0	0	0	15,000	11,250	11,250	
1/27/2004	Restricted	\$0.00	7,500	0	7,500	0	0	7,500	0	
2/25/2004	Restricted	\$0.00	10,000	10,000	0	0	0	10,000	0	
4/27/2004	Non-Qualified	\$4.56	5,000	0	0	0	5,000	3,750	3,750	
4/27/2004	Restricted	\$0.00	7,500	0	7,500	0	0	7,500	0	
3/25/2005	Non-Qualified	\$1.53	16,200	0	0	0	16,200	8,100	8,100	
3/25/2005	Restricted	\$0.00	8,100	0	1,114	0	6,986	0	0	
3/10/2006	Non-Qualified	\$1.00	6,078	0	0	0	6,078	1,519	1,519	
3/10/2006	Restricted	\$0.00	14,180	0	0	0	14,180	0	0	
3/10/2006	Restricted	\$0.00	11,092	0	0	0	11,092	0	0	
8/29/2006	Non-Qualified	\$1.32	2,560	0	0	0	2,560	640	640	
8/29/2006	Restricted	\$0.00	4,306	0	0	0	4,306	0	0	
12/29/2006	Restricted	\$0.00	19,600	0	0	0	19,600	0	0	
12/29/2006	Non-Qualified	\$3.07	8,400	0	0	0	8,400	0	0	
3/9/2007	Non-Qualified	\$2.84	8,638	0	0	0	8,638	0	0	
3/9/2007	Restricted	\$0.00	20,166	0	0	0	20,166	0	0	
Optionee Total			204,320	10,000	55,114	0	138,208	75,259	25,259	

Top Talent Retention Plan Individual Summary

Thomas M. Degnan

Plan Award

\$185,000

Vesting Schedule

04/01/08

04/01/10

% of Total Plan Award

40%

60%

\$ of Total Plan Award

\$74,000

\$111,000

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "**Agreement**"), dated and effective the 1 day of August (the "**Effective Date**") is made by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "**Company**"), and Jay E. Carlson, an adult resident of Illinois (the "**Executive**").

RECITALS:

WHEREAS, the Executive and the Company have previously entered into that certain Employment Agreement dated February 15, 2006 (the "**Old Employment Agreement**") and the parties desire to amend and restate in its entirety the Old Employment Agreement;

WHEREAS, it is the desire of the Company to assure itself of the services of Executive by engaging Executive as its Senior Vice President Information Technology and the Executive desires to serve the Company on the terms herein provided;

WHEREAS, in connection with the entry into the Agreement, the Executive will be granted performance units of Company Stock pursuant to the Company's 2001 Stock Incentive Plan, as amended as of the date hereof (the "**Special Equity**");

WHEREAS, Executive's agreement to the terms and conditions of Sections 17 and 19 are a material and essential condition of Executive's employment with the Company hereafter under the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. **Certain Definitions.**

(a) "Allen" shall mean Paul G. Allen (and his heirs or beneficiaries under his will(s), trusts or other instruments of testamentary disposition), and any entity or group over which Paul G. Allen has Control and that constitutes a Person as defined herein. For the purposes of this definition, "**Control**" means the power to direct the management and policies of an entity or to appoint or elect a majority of its governing board.

(b) "Annual Base Salary" shall have the meaning set forth in Section 5.

(c) "Board" shall mean the Board of Directors of the Company.

(d) "Bonus" shall have the meaning set forth in Section 6.

(e) The Company shall have "**Cause**" to terminate Executive's employment hereunder upon Executive's:

(i) Executive's breach of a material obligation (which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach)

or representation under this Agreement or breach of any fiduciary duty to the Company which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach; or any act of fraud or knowing material misrepresentation or concealment upon, to or from the Company or the Board;

(ii) Executive's failure to adhere in any material respect to (i) the Company's Code of Conduct in effect from time to time and applicable to officers and/or employees generally, or (ii) any written Company policy, if such policy is material to the effective performance by Executive of the Executive's duties under this Agreement, and if Executive has been given a reasonable opportunity to cure this failure to comply within a period of time which is reasonable under the circumstances but not more than the thirty (30) day period after written notice of such failure is provided to Executive; *provided that* if Executive cures this failure to comply with such a policy and then fails again to comply with the same policy, no further opportunity to cure that failure shall be required;

(iii) Executive's misappropriation (or attempted misappropriation) of a material amount of the Company's funds or property;

(iv) Executive's conviction of, the entering of a guilty plea or plea of *nolo contendere* or no contest (or the equivalent), or entering into any pretrial diversion program or agreement or suspended imposition of sentence, with respect to either a felony or a crime that adversely affects or could reasonably be expected to adversely affect the Company or its business reputation; or the institution of criminal charges against Executive, which are not dismissed within sixty (60) days after institution, for fraud, embezzlement, any felony offense involving dishonesty or constituting a breach of trust or moral turpitude;

(v) Executive's admission of liability of, or finding of liability, for a knowing and deliberate violation of any "Securities Laws." As used herein, the term "Securities Laws" means any federal or state law, rule or regulation governing generally the issuance or exchange of securities, including without limitation the Securities Act of 1933, the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder;

(vi) conduct by Executive in connection with Executive's employment that constitutes gross neglect of any material duty or responsibility, willful misconduct, or recklessness which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach;

(vii) Executive's illegal possession or use of any controlled substance, or excessive use of alcohol at a work function, in connection with Executive's duties, or on Company premises; "excessive" meaning either repeated unprofessional use or any single event of consumption giving rise to significant intoxication or unprofessional behavior;

(viii) willful or grossly negligent commission of any other act or failure to act in connection with the Executive's duties as an executive of the Company which causes or reasonably may be expected (as of the time of such occurrence) to cause substantial

economic injury to or substantial injury to the business reputation of the Company or any subsidiary or affiliate of the Company, including, without limitation, any material violation of the Foreign Corrupt Practices Act, as described herein below.

If Executive commits or is charged with committing any offense of the character or type specified in subparagraphs 1(e)(iv), (v) or (viii) above, then the Company at its option may suspend the Executive with or without pay. If the Executive subsequently is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any such offense (or any matter that gave rise to the suspension), the Executive shall immediately repay any compensation paid in cash hereunder from the date of the suspension. Notwithstanding anything to the contrary in any stock option or equity incentive plan or award agreement, all vesting and all lapsing of restrictions on restricted shares shall be tolled during the period of suspension and all unvested options and restricted shares for which the restrictions have not lapsed shall terminate and not be exercisable by or issued to Executive if during or after such suspension the Executive is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any offense specified in subparagraphs 1(e)(iv), (v) or (viii) above or any matter that gave rise to the suspension.

(f) “Change of Control” shall be deemed to have occurred if:

(i) any Person is or becomes a “beneficial owner” (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act), directly or indirectly, of securities representing the Applicable Percentage (as defined below) or more of the total voting power of all of the Company’s then outstanding voting securities. For purposes of this Section 1(f), the term “Person” shall not include: (A) the Company or any of its subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries, or (C) an underwriter temporarily holding securities pursuant to an offering of said securities, or (D) Allen. For purposes of this Agreement, in the case of a recapitalization or other exchange involving the exchange of Company voting stock for the Company’s debt, the group of debtholders that acquires such Company voting stock as the result of such recapitalization or exchange shall not be treated as a single Person solely by reason of such recapitalization or exchange; or

(ii) the occurrence of a merger, consolidation or sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), in each case, unless following such Business Combination: (A) all or substantially all of the individuals and entities who were the “beneficial owners” (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of the outstanding voting securities of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, securities representing more than fifty percent (50%) of the total voting power of the then outstanding voting securities of the entity resulting from such Business Combination (or such assets as the case may be) or the parent of such entity in substantially the same proportionate ownership as in effect immediately prior to the Business Combination (the “Resulting Entity”); and (B) a majority of the members of the board of directors or other governing body of the Resulting Entity were members of the Board at the

time of the execution of the initial agreement, or at the time of the action of the Board, providing for such Business Combination; or

(iii) the consummation of a plan of complete liquidation or dissolution of the Company; or

(iv) if and when Allen shall no longer have the power to appoint a majority of the Board, during any period of two (2) consecutive calendar years, individuals who either (A) at the beginning of such period are members of the Board ("Incumbent Directors"), or (B) whose election to the Board during such period is approved by a vote of the majority of those members of the Board who are Incumbent Directors at the time of such approval, whereupon such individual so approved shall be treated as an Incumbent Director with respect to future approvals, cease for any reason to constitute a majority of the Board.

Notwithstanding the foregoing subsections 1(f)(i) through (iii), a Change of Control shall not include any transaction or series of transactions, including any transactions described above if, following such transaction or transactions, (x) Allen has the largest percentage ownership of the voting securities in the Company or any successor or surviving corporation held by any Person (other than any Person that includes Allen), provided such percentage ownership is more than twenty-five percent or (y) Allen has the power to appoint a majority of the members of the Board of Directors.

For purposes of this definition, (A) at all times that Allen is or are the "beneficial owner(s)" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of securities representing in the aggregate at least fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means fifty percent (50%); and (B) at all times that Allen is or are the beneficial owner(s) of securities representing in the aggregate less than fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means any percentage that is more than the greater of (1) the percentage of the total voting power of all of the Company's then outstanding voting securities represented by securities beneficially owned by Allen or (2) twenty-five percent (25%).

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) "Committee" shall mean either the Compensation and Benefits Committee of the Board, or a Subcommittee of such Committee duly appointed by the Board or the Committee.

(i) "Company" shall have the meaning set forth in the preamble hereto.

(j) "Company Stock" shall mean the \$.10 par value common stock of the Company.

(k) "Date of Termination" shall mean (i) if Executive's employment is terminated by Executive's death, the date of Executive's death and (ii) if Executive's employment is terminated pursuant to Section 14(a)(ii) – (vi), the date of termination of employment, as defined in 409(A) regulations under the Code.

(l) For purposes of this Agreement, Executive will be deemed to have a "Disability" if, due to illness, injury or a physical or medically recognized mental condition, (a) Executive is unable to perform Executive's duties under this Agreement with reasonable accommodation for 120 consecutive days, or 180 days during any twelve month period, as determined in accordance with this Section, or (b) Executive is considered disabled for purposes of receiving / qualifying for long term disability benefits under any group long term disability insurance plan or policy offered by Company in which Executive participates. The Disability of Executive will be determined by a medical doctor selected by written agreement of Company and Executive upon the request of either party by notice to the other, or (in the case of and with respect to any applicable long term disability insurance policy or plan) will be determined according to the terms of the applicable long term disability insurance policy / plan. If Company and Executive cannot agree on the selection of a medical doctor, each of them will select a medical doctor and the two medical doctors will select a third medical doctor who will determine whether Executive has a Disability. The determination of the medical doctor selected under this Section will be binding on both parties. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this Section, and to other specialists designated by such medical doctor, and Executive hereby authorizes the disclosure and release to Company of such determination and all supporting medical records. If Executive is not legally competent, Executive's legal guardian or duly authorized attorney-in-fact will act in Executive's stead under this Section for the purposes of submitting Executive to the examinations, and providing the authorization of disclosure, required under this Section.

(m) "Executive" shall have the meaning set forth in the preamble hereto.

(n) "Good Reason" shall mean any of the events described herein that occur without Executive's prior written consent: (i) any reduction in Executive's Annual Base Salary, Target Bonus Percentage, or title except as permitted hereunder, (ii) any failure to pay Executive's compensation hereunder when due; (iii) any material breach by the Company of a term hereof; (iv) relocation of Executive's primary workplace to a location that is more than fifty (50) miles from the office where Executive is then assigned to work as Executive's principal office; (v) any change in reporting structure such that Executive no longer reports directly to the officer (by function) to whom Executive reports at the time of the execution of this Agreement (or equivalent position if the Company has changed functional responsibilities of its senior executive staff) (in each case "(i)" through "(v)" only if Executive objects in writing within 30 days after being informed of such events and unless Company retracts and/or rectifies the claimed Good Reason within 30 days following Company's receipt of timely written objection from Executive); (vi) if within six months after a Change of Control, Executive has not received an offer from the surviving company to continue in an equivalent position in terms of title, responsibility and compensation (except that the value of equity-based compensation after such Change of Control need only be commensurate with the value of equity-based compensation given to executives with equivalent positions in the surviving company, if any) as set herein; (vii) the Company's decision not to renew this Agreement

at the end of its term, or (viii) the failure of a successor to the business of the Company to assume the Company's obligations under this Agreement in the event of a Change of Control during its term.

(o) "Notice of Termination" shall have the meaning set forth in Section 14(b).

(p) "Options" shall have the meaning set forth in Section 7

(q) "Performance Unit" and "Performance Shares" shall have the meaning set forth in Section 9 hereof.

(r) "Person" shall have the meaning set forth in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934.

(s) "Plan" shall mean the 2001 Stock Incentive Plan as amended by the Company from time to time.

(s) "Restricted Shares" shall have the meaning set forth in Section 8.

(t) "Term" shall have the meaning set forth in Section 2.

(u) "Voluntary" and "Voluntarily" in connection with Executive's termination of employment shall mean a termination of employment resulting from the initiative of the Executive, excluding a termination of employment attributable to Executive's death or Disability. A resignation by Executive that is in response to a communicated intent by the Company to discharge Executive other than for Cause is not considered to be "Voluntary" and shall be considered to be a termination by the Company for the purposes of this Agreement.

2. **Employment Term.** The Company hereby employs the Executive, and the Executive hereby accepts his employment, under the terms and conditions hereof, for the period (the "Term") beginning on the Effective Date hereof and terminating upon the earlier of (i) October 31, 2009 (the "Initial Term") and (ii) the Date of Termination as defined in Section 1(k), and, if not terminated earlier, will be automatically renewed at the end of its Initial Term and on each anniversary thereafter for a period of one (1) year unless either party shall give written notice of cancellation to the other party not later than ninety (90) days prior to the end of the Initial Term or anniversaries thereof.

3. **Position and Duties.** Executive shall serve as Senior Vice President Information Technology initially reporting to the Chief Technical Officer but with such other reporting relationships as shall be determined by the Chief Executive Officer from time to time", with such responsibilities, duties and authority as are customary for such role, including, but not limited to, overall management responsibility for information technology in the Company. Executive shall devote all necessary business time and attention, and employ Executive's reasonable best efforts, toward the fulfillment and execution of all assigned duties, and the satisfaction of defined annual and/or longer-term performance criteria.

4. **Place of Performance.** In connection with Executive's employment during the Term, Executive's initial primary workplace shall be the Company's offices in or near St. Louis, MO. except for necessary travel on the Company's business.

5. **Annual Base Salary.** During the Term, Executive shall receive a base salary at a rate not less than \$255,903.00 per annum (the "**Annual Base Salary**"), less standard deductions, paid in accordance with the Company's general payroll practices for executives, but no less frequently than monthly. The Annual Base Salary shall compensate Executive for any official position or directorship of a subsidiary or affiliate that Executive is asked to hold in the Company or its subsidiaries or affiliates as a part of Executive's employment responsibilities. No less frequently than annually during the Term, the Committee, on advice of the Company's Chief Executive Officer, shall review the rate of Annual Base Salary payable to Executive, and may, in its discretion, increase the rate of Annual Base Salary payable hereunder; *provided, however*, that any increased rate shall thereafter be the rate of "**Annual Base Salary**" hereunder.

6. **Bonus.** Except as otherwise provided for herein, for each fiscal year or other period consistent with the Company's then-applicable normal employment practices during which Executive is employed hereunder on the last day (the "**Bonus Year**"), Executive shall be eligible to receive a bonus in an amount up to 50 % of Executive's Annual Base Salary (the "**Bonus**" and bonuses at such percentage of Annual Base Salary being the "**Target Bonus**") pursuant to, and as set forth in, the terms of the Executive Bonus Plan as such Plan may be amended from time to time, plus such other bonus payments, if any, as shall be determined by the Committee in its sole discretion, with such Bonus being paid on or before February 28 of the year next following the Bonus Year, or as soon as is administratively practicable thereafter (e.g., after the public disclosure of the Company's financial results for the prior year on SEC Form 10-K or on such replacement form as the SEC shall determine, for those years as the Company's securities are traded publicly, and the Company's annual financial results are reported to the shareholders, for those (if any) years as the Company's securities are not traded publicly).

7. **Stock Options.** The Company has previously granted to Executive options to purchase shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive additional options to purchase shares of Company Stock (all of such options, collectively, the "**Options**") pursuant to the terms of the Plan, any successor plan and an associated Stock Option Agreement.

8. **Restricted Shares.** The Company has previously granted to Executive Restricted Shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive Restricted Shares (collectively, the "**Restricted Shares**"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Restricted Shares Grant Letter.

9. **Performance Shares Units.** The Company has previously granted to Executive Performance Share Units of which some have been converted into Performance Shares (which are not aggregated in the forgoing description of Restricted Shares) as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive further Performance Share Units (collectively, the "**Performance Units**"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Performance Unit Grant Letter.

10. **Executive Cash Bonus Plan.** Executive currently is a participant in the Company's 2006 Top Talent Retention Plan with a Plan Award (as defined in such Plan) as set forth in Exhibit B and shall remain a participant in such Plan under the terms therefore for the term of this Agreement.

11. **Benefits.** Executive shall be entitled to receive such benefits and to participate in such employee group benefit plans, including life, health and disability insurance policies, and financial planning services, and other perquisites and plans as are generally provided by the Company to its senior executives of comparable level and responsibility in accordance with the plans, practices and programs of the Company, as amended from time to time.

12. **Expenses.** The Company shall reimburse Executive for all reasonable and necessary expenses incurred by Executive in connection with the performance of Executive's duties as an employee of the Company in accordance with the Company's generally applicable policies and procedures. Such reimbursement is subject to the submission to the Company by Executive of appropriate documentation and/or vouchers in accordance with the customary procedures of the Company for expense reimbursement, as such procedures may be revised by the Company from time to time hereafter.

13. **Vacations.** Executive shall be entitled to paid vacation in accordance with the Company's vacation policy as in effect from time to time *provided that*, in no event shall Executive be entitled to less than three (3) weeks' vacation per calendar year. Executive shall also be entitled to paid holidays and personal days in accordance with the Company's practice with respect to same as in effect from time to time.

14. **Termination.**

(a) Executive's employment hereunder may be terminated by the Company, on the one hand, or Executive, on the other hand, as applicable, without any breach of this Agreement, under the following circumstances:

(i) **Death.** Executive's employment hereunder shall automatically terminate upon Executive's death.

(ii) **Disability.** If Executive has incurred a Disability, the Company may give Executive written notice of its intention to terminate Executive's employment. In such event, Executive's employment with the Company shall terminate effective on the 14th day after delivery of such notice to Executive, *provided that* within the 14 days after such delivery, Executive shall not have returned to full-time performance of Executive's duties. Executive may provide notice to the Company of Executive's resignation on account of a bona fide Disability at any time.

(iii) **Cause.** The Company may terminate Executive's employment hereunder for Cause effectively immediately upon delivery of notice to Executive, taking into account any procedural requirements set forth under Section 1(e) above.

(iv) Good Reason. Executive may terminate Executive's employment herein for Good Reason upon (i) satisfaction of any advance notice and other procedural requirements set forth under Section 1(n) above for any termination pursuant to Section 1(n)(i) through (v) or (ii) at least 30 days' advance written notice by the Executive for any termination pursuant to Section 1(n)(vii) through (viii).

(v) Without Cause. The Company may terminate Executive's employment hereunder without Cause upon at least 30 days' advance written notice to the Executive.

(vi) Resignation Without Good Reason. Executive may resign Executive's employment without Good Reason upon at least fourteen (14) days' written notice to the Company.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 14 (other than pursuant to Sections 14(a)(i)) shall be communicated by a written notice (the "Notice of Termination") to the other party hereto, indicating the specific termination provision in this Agreement relied upon, setting forth in reasonable detail any facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and specifying a Date of Termination which notice shall be delivered within the applicable time periods set forth in subsections 14(a)(ii)-(vi) above (the "Notice Period"); *provided that* the Company may pay to Executive all Annual Base Salary, benefits and other rights due to Executive during such Notice Period instead of employing Executive during such Notice Period.

(c) Resignation from Representational Capacities. Executive hereby acknowledges and agrees that upon Executive's termination of employment with the Company for whatever reason, [s]he shall be deemed to have, and shall have in fact, effectively resigned from all executive, director or other positions with the Company or its affiliates at the time of such termination of employment, and shall return all property owned by the Company and in Executive's possession, including all hardware, files and documents, at that time.

(d) Termination in Connection with Change in Control. If Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, such termination shall be deemed to have occurred immediately before such Change in Control for purposes of this Agreement and the Plan.

15. Termination Pay

(a) Effective upon the termination of Executive's employment, Company will be obligated to pay Executive (or, in the event of Executive's death, the Executive's designated beneficiary as defined below) only such compensation as is provided in this Section 15, except to the extent otherwise provided for in any Company stock incentive, stock option or cash award plan (including, among others, the Plan), approved by the Board. For purposes of this Section 15, Executive's designated beneficiary will be such individual beneficiary or trust, located at such

address, as Executive may designate by notice to Company from time to time or, if Executive fails to give notice to Company of such a beneficiary, Executive's estate. Notwithstanding the preceding sentence, Company will have no duty, in any circumstances, to attempt to open an estate on behalf of Executive, to determine whether any beneficiary designated by Executive is alive or to ascertain the address of any such beneficiary, to determine the existence of any trust, to determine whether any person purporting to act as Executive's personal representative (or the trustee of a trust established by Executive) is duly authorized to act in that capacity, or to locate or attempt to locate any beneficiary, personal representative, or trustee.

(b) Termination by Executive for Good Reason or by Company without Cause. If prior to expiration of the Term, Executive terminates his or her employment for Good Reason, or if the Company terminates Executive's employment other than for Cause or Executive's death or Disability, Executive will be entitled to receive, subject to the conditions of this Agreement, the following:

(i) (A) all Annual Base Salary and Bonus duly payable under the applicable plan for performance periods ending prior to the Date of Termination, but unpaid as of the Date of Termination, plus (B) in consideration for Executive's obligations set forth in Section 19 hereof, an amount equal to one (1) times the Executive's then-current rate of Annual Base Salary and Target Bonus, which total sum shall be payable following the Date of Termination in twenty-six (26) equal bi-weekly installments in accordance with the Company's normal payroll practices *provided that*, if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) during such twelve (12) month period (and such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code), any amounts remaining payable to Executive hereunder shall be paid in a single lump sum immediately upon such Change of Control.

(ii) if Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, the Company shall treat as earned all unvested Performance Units for which the performance term has not expired as of such Change of Control at the rate calculated pursuant to the Plan and the applicable Grant Letter, and shall immediately convert those Units into Restricted Shares and accelerate as of the Date of Termination the removal of restrictions on such shares.

(iii) all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the Date of Termination which are payable under and in accordance with this Agreement, which amount will be paid within thirty (30) days after the submission by Executive of properly completed reimbursement requests on the Company's standard forms;

(iv) a lump sum payment (net after deduction of taxes and other required withholdings) equal to twelve (12) times the monthly cost, at the time Executive's

employment terminated, for Executive to receive under COBRA the paid coverage for health, dental and vision benefits then being provided for Executive at the Company's cost at the time Executive's employment terminated. This amount will be paid at the same time the payment is made under Section 15(b)(i) and will not take into account future increases in costs during the applicable time period; and

(v) notwithstanding anything to the contrary in any award agreement, Executive shall be deemed to be actively employed during the twelve (12) month period following termination of employment for purposes of vesting of all stock options, performance units and restricted stock; *provided that* if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) within such period, all remaining stock options that would have vested in the twelve (12) month period shall vest, and all remaining restricted stock and performance units whose restrictions would have lapsed in the twelve (12) month period shall have their restrictions lapse immediately upon such Change of Control; provided, however, that with respect to any equity-based compensation awards subject to Section 409A of the Code (as determined by independent tax counsel retained by the Company), vesting and/or the lapse of restrictions will only be accelerated if such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code, or the first subsequent time at which such distribution may be made in compliance with Section 409A of the Code; and

(vi) pay the cost of up to twelve (12) months, as required, of executive-level out-placement services (which provides as part of the outplacement the use of an office and secretarial support as near as reasonably practicable to Executive's residence).

provided, however, any of the benefits described in Section 15(b)(i) through (vi) that are due to be paid or awarded during the first six (6) months after the Date of Termination shall, to the extent required to avoid the tax consequences of Section 409A of the Code as determined by independent tax counsel, be suspended and paid after the six (6) month anniversary of Executive's Date of Termination.

(c) The Executive shall not be required to mitigate the amount of any payments provided in Section 15, by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 15 be reduced by any compensation earned by Executive as a result of employment by another company or business, or by profits earned by Employee from any other source at any time before or after the date of Termination, so long as Executive is not in breach of the Agreement.

(d) Termination by Executive without Good Reason or by Company for Cause. If prior to the expiration of the Term or thereafter, Executive Voluntarily terminates Executive's employment prior to expiration of the Term without Good Reason or if Company terminates this Agreement for Cause, Executive will be entitled to receive Executive's then-existing Annual Base Salary only through the date such termination is effective and will be reimbursed for all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through

the date of termination which are payable under and in accordance with this Agreement; any unvested options and shares of restricted stock shall terminate as of the date of termination unless otherwise provided for in any applicable plan or award agreement; and Executive shall be entitled to no other compensation, bonus, payments or benefits except as expressly provided in this paragraph.

(e) Termination upon Disability or Death. If Executive's employment shall terminate by reason of Executive's Disability (pursuant to Section 14(a)(ii)) or death (pursuant to Section 14(a)(i)), the Company shall pay to Executive, in a lump sum cash payment as soon as practicable following the Date of Termination, all unpaid Annual Base Salary and Bonus previously earned for a performance period ending prior to the Date of Termination, but unpaid as of the Date of Termination, and the *pro rata* portion of their Bonus for such year (when and as paid to other senior executives of the Company) for the Performance Period in which the termination occurred. In the case of Disability, if there is a period of time during which Executive is not being paid Annual Base Salary and not receiving long-term disability insurance payments, the Company shall make interim payments equal to such unpaid disability insurance payments to Executive until commencement of disability insurance payments; *provided that*, to the extent required to avoid the tax consequences of Section 409A of the Code, as determined by independent tax counsel, the first payment shall cover all payments scheduled to be made to Executive during the first six (6) months after the date Executive's employment terminates, and the first such payment shall be delayed until the day that is six (6) months after the date Executive's employment terminates.

(f) Benefits. Except as otherwise required by law, Executive's accrual of, and participation in plans providing for, the Benefits will cease at the effective Date of the Termination of employment.

(g) Conditions To Payments. To be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b)(i) and 15(e), Executive must comply with the provisions of Sections 17, 18 and 19. In addition, to be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b) and 15(e) Executive (or Executive's executor and personal representatives in case of death) must first execute and deliver to Company, and comply with, an agreement, in form and substance reasonably satisfactory to Company, effectively releasing and giving up all claims Executive may have against Company or any of its subsidiaries or affiliates (and each of their respective controlling shareholders, employees, directors, officers, plans, fiduciaries, insurers and agents) arising out of or based upon any facts or conduct occurring prior to that date. The agreement will be prepared by Company, will be based upon the standard form (if any) then being utilized by Company for executive separations when severance is being paid, and will be provided to Executive at the time Executive's employment is terminated or as soon as administratively practicable thereafter (not to exceed five (5) business days). The agreement will require Executive to consult with Company representatives, and voluntarily appear as a witness for trial or deposition (and to prepare for any such testimony) in connection with, any claim which may be asserted by or against Company, any investigation or administrative proceeding, any matter relating to a franchise, or any business matter concerning Company or any of its transactions or operations. A copy of the standard form release being used by Company as of the date of this agreement for executive separations when

severance is being paid is attached to this Agreement as Exhibit C. It is understood that the final document may not contain provisions specific to the release of a federal age discrimination claim if Executive is not at least forty (40) years of age, and may be changed as Company's chief legal counsel considers necessary and appropriate to enforce the same, including provisions to comply with changes in applicable laws and recent court decisions. Payments under and/or benefits provided by Section 15 will not be made unless and until Executive executes and delivers that agreement to Company within twenty-one (21) days after delivery of the document (or such lesser time as Company's chief legal counsel may specify in the document) and all conditions to the effectiveness of that agreement and the releases contemplated thereby have been satisfied (including without limitation the expiration of any applicable revocation period without revoking acceptance).

(h) Survival. The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued hereunder prior to such expiration, subject to the terms of any agreement containing a general release provided by Executive.

16. Excess Parachute Payment.

(a) Anything in this Agreement or the Plan to the contrary notwithstanding, to the extent that any payment, distribution or acceleration of vesting to or for the benefit of Executive by the Company (within the meaning of Section 280G of the Code and the regulations thereunder), whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments") is or will be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then the Total Payments shall be reduced (but not below zero) to the Safe Harbor Amount (as defined below) if and to the extent that a reduction in the Total Payments would result in Executive retaining a larger amount, on an after-tax basis (taking into account federal, state and local income and employment taxes and the Excise Tax), than if Executive received the entire amount of such Total Payments in accordance with their existing terms (taking into account federal, state, and local income and employment taxes and the Excise Tax). For purposes of this Agreement, the term "Safe Harbor Amount" means the largest portion of the Total Payments that would result in no portion of the Total Payments being subject to the Excise Tax. Unless Executive shall have given prior written notice specifying a different order to the Company to effectuate the foregoing, the Company shall reduce or eliminate the Total Payments, by first reducing or eliminating the portion of the Total Payments which are payable in cash and then by reducing or eliminating non-cash payments in such order as Executive shall determine; provided that Executive may not so elect to the extent that, in the determination of the Determining Party (as defined herein), such election would cause Executive to be subject to the Excise Tax. Any notice given by Executive pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing Executive's rights and entitlements to any benefits or compensation.

(b) The determination of whether the Total Payments shall be reduced as provided in Section 16(a) and the amount of such reduction shall be made at the Company's expense by an accounting firm selected by Company from among the ten largest accounting firms in the United States or by qualified independent tax counsel (the "Determining Party"); *provided that* Executive shall be given advance notice of the Determining Party selected by the Company, and shall have

the opportunity to reject to the selection, within two business days of being notified of the selection, on the basis of that Determining Party's having a conflict of interest or other reasonable basis, in which case the Company shall select an alternative auditing firm among the ten largest accounting firms in the United States or alternative independent qualified tax counsel, which shall become the Determining Party. Such Determining Party shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and Executive within ten (10) days of the termination of Executive's employment or at such other time mutually agreed by the Company and Executive. If the Determining Party determines that no Excise Tax is payable by Executive with respect to the Total Payments, it shall furnish Executive with an opinion reasonably acceptable to Executive that no Excise Tax will be imposed with respect to any such payments and, absent manifest error, such Determination shall be binding, final and conclusive upon the Company and Executive. If the Determining Party determines that an Excise Tax would be payable, the Company shall have the right to accept the Determination as to the extent of the reduction, if any, pursuant to Section 16(a), or to have such Determination reviewed by another accounting firm selected by the Company, at the Company's expense. If the two accounting firms do not agree, a third accounting firm shall be jointly chosen by the Executive Party and the Company, in which case the determination of such third accounting firm shall be binding, final and conclusive upon the Company and Executive.

(c) If, notwithstanding any reduction described in this Section 16, the IRS determines that Executive is liable for the Excise Tax as a result of the receipt of any of the Total Payments or otherwise, then Executive shall be obligated to pay back to the Company, within thirty (30) days after a final IRS determination or in the event that Executive challenges the final IRS determination, a final judicial determination, a portion of the Total Payments equal to the "Repayment Amount." The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Company so that Executive's net after-tax proceeds with respect to the Total Payments (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on the Payment) shall be maximized. The Repayment Amount shall be zero if a Repayment Amount of more than zero would not result in Executive's net after-tax proceeds with respect to the Total Payments being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, the Executive shall pay the Excise Tax.

(d) Notwithstanding any other provision of this Section 16, if (i) there is a reduction in the Total Payments as described in this Section 16, (ii) the IRS later determines that Executive is liable for the Excise Tax, the payment of which would result in the maximization of Executive's net after-tax proceeds (calculated as if Executive's benefits had not previously been reduced), and (iii) Executive pays the Excise Tax, then the Company shall pay to Executive those payments or benefits which were reduced pursuant to this Section 16 as soon as administratively possible after Executive pays the Excise Tax so that Executive's net after-tax proceeds with respect to the Total Payments are maximized.

17. Competition/Confidentiality.

(a) Acknowledgments by Executive. Executive acknowledges that (a) during the Term and as a part of Executive's employment, Executive has been and will be afforded access to

Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; (c) because Executive possesses substantial technical expertise and skill with respect to the Company's business, Company desires to obtain exclusive ownership of each invention by Executive while Executive is employed by the Company, and Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each such invention by Executive; and (d) the provisions of this Section 17 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide Company with exclusive ownership of all inventions and works made or created by Executive.

(b) Confidential Information. (i) The Executive acknowledges that during the Term Executive will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Executive shall hold such Confidential Information in strictest confidence and never at any time, during or after Executive's employment terminates, directly or indirectly use for Executive's own benefit or otherwise (except in connection with the performance of any duties as an employee hereunder) any Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

(ii) As used in this Agreement, the term "Confidential Information" shall include, but not be limited to, any of the following information relating to Company learned by the Executive during the Term or as a result of Executive's employment with Company:

(A) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(B) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(C) any trade secret or confidential information of or concerning any business operation or business relationship;

(D) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software is used in combination or alone;

(E) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information

(including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(F) information concerning the Company's employees, officers, directors and shareholders; and

(G) any other trade secret or information of a confidential or proprietary nature.

(iii) Executive shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by Executive to be for the benefit of the Company, and will, at Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Executive may at any time have within his possession or control that contain any Confidential Information.

(iv) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Executive or which has become rightfully available to Executive on a non-confidential basis from any third party, the disclosure of which to Executive does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure by Executive or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

(v) Executive will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Executive's duties at home or while traveling, or except as otherwise specifically authorized by Company) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Executive recognizes that, as between Company and Executive, all of the Proprietary Items, whether or not developed by Executive, are the exclusive property of the Company. Upon termination of Executive's employment by either party, or upon the request of Company during the Term, Executive will return to Company all of the Proprietary Items in Executive's possession or subject to Executive's control, including all equipment (e.g., laptop computers, cell phone, portable e-mail devices, etc.), documents, files and data, and Executive shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

18. Proprietary Developments.

(a) Any and all inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae (collectively, hereinafter referred to as "Developments"), made, conceived, developed, or created by Executive (alone or in conjunction with others, during regular work hours or otherwise) during Executive's employment,

which may be directly or indirectly useful in, or relate to, the business conducted or to be conducted by the Company will be promptly disclosed by Executive to Company and shall be Company's exclusive property. The term "Developments" shall not be deemed to include inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae which were in the possession of Executive prior to the Term. Executive hereby transfers and assigns to Company all proprietary rights which Executive may have or acquire in any Developments and Executive waives any other special right which the Executive may have or accrue therein. Executive will execute any documents and to take any actions that may be required, in the reasonable determination of Company's counsel, to effect and confirm such assignment, transfer and waiver, to direct the issuance of patents, trademarks, or copyrights to Company with respect to such Developments as are to be Company's exclusive property or to vest in Company title to such Developments; provided, however, that the expense of securing any patent, trademark or copyright shall be borne by Company. The parties agree that Developments shall constitute Confidential Information.

(b) "Work Made for Hire." Any work performed by Executive during Executive's employment with Company shall be considered a "Work Made for Hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of Company. In the event it should be established that such work does not qualify as a Work Made for Hire, Executive agrees to and does hereby assign to Company all of Executive's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

19. Non-Competition and Non-Interference.

(a) Acknowledgments by Executive. Executive acknowledges and agrees that: (a) the services to be performed by Executive under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 19 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Executive's ability to earn a living.

(b) Covenants of Executive. For purposes of this Section 19, the term "Restricted Period" shall mean the period commencing as of the date of this Agreement and terminating on the second anniversary (or, in the case of Section 19(b)(i), the first anniversary), of the date Executive's employment terminated *provided that* the "Restricted Period" also shall encompass any period of time from whichever anniversary date is applicable until and ending on the last date Executive is to be paid any payment under Section 15 hereof. In consideration of the acknowledgments by Executive, and in consideration of the compensation and benefits to be paid or provided to Executive by Company, Executive covenants and agrees that during the Restricted Period, the Executive will not, directly or indirectly, for Executive's own benefit or for the benefit of any other person or entity other than the Company:

(i) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be employed by a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where Executive then lives or conducts such activities); perform any work as an employee,

consultant (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company), contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where Executive then lives or conducts such activities); or directly or indirectly provide any services or advice to a any business, person or entity who or which is engaged in a Competitive Business (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company). A "Competitive Business" is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business; owns or operates a cable television system; provides direct television or any satellite-based, telephone system-based, internet based or wireless system for delivering television, music or other entertainment programming (other than as an ancillary service, such as cellular telephone providers); provides telephony services using any wired connection or fixed (as opposed to mobile) wireless application; provides data or internet access services; or offers, provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time Executive's employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section 19 shall not be construed or applied (i) so as to prohibit Executive from owning not more than five percent (5%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as Executive's investment is passive and Executive does not lend or provide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (ii) so as to prohibit Executive from working as an employee in the cable television business for a company/business that owns or operates cable television franchises (by way of current example only, Time Warner, Cablevision, Cox or Comcast), *provided that* the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services (other than nominal overlaps of service areas) and the company/business is otherwise not engaged in a Competitive Business, and provided Executive does not otherwise violate the terms of this Agreement in connection with that work;

(ii) contact, solicit or provide any service to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Executive's employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Executive's employment terminated); or directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchased by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(iii) solicit or recruit for employment, any person or persons who are employed by Company or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the date Executive's employment terminated, or otherwise interfere with the relationship between any such person and the Company; nor will the Executive assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees.

If Executive violates any covenant contained in this Section 19, then the term of the covenants in this Section shall be extended by the period of time Executive was in violation of the same.

(c) Provisions Pertaining to the Covenants. Executive recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 19 shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Executive's employment terminates. It is agreed that the Executive's services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Executive's breach of this Section, Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits hereunder. If any provision of Sections 17, 18 or 19 of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Company the maximum restriction on Executive's activities permitted by applicable law in such circumstances. Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non existence of any other similar agreement for anyone else employed by Company or by Company's failure to exercise any of its rights under any such agreement.

(d) Notices. In order to preserve Company's rights under this Agreement, Company is authorized to advise any potential or future employer, any third party with whom Executive may become employed or enter into any business or contractual relationship with, and any third party whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and Company shall not be liable for doing so.

(e) Injunctive Relief and Additional Remedy. Executive acknowledges that the injury that would be suffered by Company as a result of a breach of the provisions of this Agreement (including any provision of Sections 17, 18 and 19) would be irreparable and that an award of monetary damages to Company for such a breach would be an inadequate remedy. Consequently, Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and Company will not be obligated to post bond or other security in seeking such relief. Without limiting Company's rights under this Section or any other remedies of Company, if

Executive breaches any of the provisions of Sections 17, 18 or 19, Company will have the right to cease making any payments otherwise due to Executive under this Agreement.

(f) Covenants of Sections 17, 18 and 19 are Essential and Independent Covenants. The covenants by Executive in Sections 17, 18 and 19 are essential elements of this Agreement, and without Executive's agreement to comply with such covenants, Company would not have entered into this Agreement or employed Executive. Company and Executive have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by Company. Executive's covenants in Sections 17, 18 and 19 are independent covenants and the existence of any claim by Executive against Company, under this Agreement or otherwise, will not excuse Executive's breach of any covenant in Section 17, 18 or 19. If Executive's employment hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of Executive in Sections 17, 18 and 19. The Company's right to enforce the covenants in Sections 17, 18 and 19 shall not be adversely affected or limited by the Company's failure to have an agreement with another employee with provisions at least as restrictive as those contained in Sections 17, 18 or 19, or by the Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in Sections 17, 18 and 19 of this Agreement.

20. Executive's Representations And Further Agreements.

(a) Executive represents, warrants and covenants to Company that:

(i) Neither the execution and delivery of this Agreement by Executive nor the performance of any of Executive's duties hereunder in accordance with the Agreement will violate, conflict with or result in the breach of any order, judgment, employment contract, agreement not to compete or other agreement or arrangement to which Executive is a party or is subject;

(ii) On or prior to the date hereof, Executive has furnished to Company true and complete copies of all judgments, orders, written employment contracts, agreements not to compete, and other agreements or arrangements restricting Executive's employment or business pursuits, that have current application to Executive;

(iii) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, and that prior to assenting to the terms of this Agreement, or giving the representations and warranties herein, Executive has been given a reasonable time to review it and has consulted with counsel of Executive's choice; and

(iv) Executive has not provided, nor been requested by Company to provide, to Company, any confidential or non public document or information of a former employer that constitutes or contains any protected trade secret, and will not use any protected trade secrets in connection with the Executive's employment.

(b) During and subsequent to expiration of the Term, the Executive will cooperate with Company, and furnish any and all complete and truthful information, testimony or affidavits in connection with any matter that arose during the Executive's employment, that in any way relates to the business or operations of the Company or any of its parent or subsidiary corporations or affiliates, or of which the Executive may have any knowledge or involvement; and will consult with and provide information to Company and its representatives concerning such matters. Executive shall fully cooperate with Company in the protection and enforcement of any intellectual property rights that relate to services performed by Executive for Company, whether under the terms of this Agreement or prior to the execution of this Agreement. This shall include without limitation executing, acknowledging, and delivering to Company all documents or papers that may be necessary to enable Company to publish or protect such intellectual property rights. Subsequent to the Term, the parties will make their best efforts to have such cooperation performed at reasonable times and places and in a manner as not to unreasonably interfere with any other employment in which Executive may then be engaged. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony, sworn statement or declaration that is not complete and truthful. If Company requires the Executive to travel outside the metropolitan area in the United States where the Executive then resides to provide any testimony or otherwise provide any such assistance, then Company will reimburse the Executive for any reasonable, ordinary and necessary travel and lodging expenses incurred by Executive to do so provided the Executive submits all documentation required under Company's standard travel expense reimbursement policies and as otherwise may be required to satisfy any requirements under applicable tax laws for Company to deduct those expenses. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony or affidavit that is not complete and truthful.

21. **Mutual Non-Disparagement.** Neither the Company nor Executive shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the business or legal community or in the telecommunications industry.

22. **Foreign Corrupt Practices Act.** Executive agrees to comply in all material respects with the applicable provisions of the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, which provides generally that: under no circumstances will foreign officials, representatives, political parties or holders of public offices be offered, promised or paid any money, remuneration, things of value, or provided any other benefit, direct or indirect, in connection with obtaining or maintaining contracts or orders hereunder. When any representative, employee, agent, or other individual or organization associated with Executive is required to perform any obligation related to or in connection with this Agreement, the substance of this section shall be imposed upon such person and included in any agreement between Executive and any such person. Failure by Executive to comply with the provisions of the FCPA shall constitute a material breach of this Agreement and shall entitle the Company to terminate Executive's employment for Cause.

23. **Purchases and Sales of the Company's Securities.** Executive has read and agrees to comply in all respects with the Company's Policy Regarding the Purchase and Sale of the Company's Securities by Employees, as such Policy may be amended from time to time.

Specifically, and without limitation, Executive agrees that Executive shall not purchase or sell stock in the Company at any time (a) that Executive possesses material non-public information about the Company or any of its businesses; and (b) during any "Trading Blackout Period" as may be determined by the Company as set forth in the Policy from time to time.

24. **Indemnification.** (a) If Executive is made a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, a "Covered Person"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection therewith; *provided, however*, that, except as provided in Section 24(c) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board.

(b) The Corporation shall pay the expenses (including attorneys' fees) incurred by Executive in defending any such proceeding in advance of its final disposition (hereinafter, an "advancement of expenses"), *provided, however*, that, if the Delaware General Corporation Law so requires, an advancement of expenses incurred by Executive in his or her capacity as such shall be made only upon delivery to the Corporation of an undertaking (hereinafter, an "Undertaking"), by or on behalf of such Executive, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "Final Adjudication") that Executive was not entitled to be indemnified for such expenses under this Section 24 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Subsections 24(a) and (b) hereof shall be contract rights and such rights shall continue even after Executive ceases to be employed by the Company and shall inure to the benefit of Executive's heirs, executors and administrators.

(c) If a claim under Section 24(a) or (b) hereof is not paid in full by the Company within sixty (60) days after a written claim therefore has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, Executive may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If Executive is successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, Executive shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by Executive to enforce a right to indemnification hereunder (but not in a suit brought by Executive to enforce a right to an advancement of expenses)

it shall be a defense that, and (ii) any suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, the Company shall be entitled to recover such expenses upon a final adjudication that, Executive has not met the applicable standard for indemnification set forth in the Delaware General Corporation Law. To the fullest extent permitted by law, neither the failure of the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of Executive is proper in the circumstances because the Executive has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption that Executive has not met the applicable standard of conduct or, in the case of such a suit brought by Executive, be a defense to such suit. In any suit brought by Executive to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that Executive is not entitled to be indemnified, or to such advancement of expenses, under this Section 24 or otherwise shall, to the extent permitted by law, be on the Company.

(d) The rights to indemnification and to the advancement of expenses conferred in this Section 24 shall not be exclusive of any other right of indemnification which Executive or any other person may have or hereafter acquire by any statute, the Corporation's Certificate of Incorporation or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

(e) The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

25. **Withholding.** Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive or his estate or beneficiary shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to applicable law or regulation.

26. **Notices.** Any written notice required by this Agreement will be deemed provided and delivered to the intended recipient when (a) delivered in person by hand; or (b) three days after being sent via U.S. certified mail, return receipt requested; or (c) the day after being sent via by overnight courier, in each case when such notice is properly addressed to the following address and with all postage and similar fees having been paid in advance:

If to the Company:

Charter Communications, Inc.
Attn.: Human Resources
12405 Powerscourt Drive
St. Louis, MO 63131

If to Executive:

12405 Powerscourt Drive
St. Louis, MO 63131

Either party may change the address to which notices, requests, demands and other communications to such party shall be delivered personally or mailed by giving written notice to the other party in the manner described above.

27. **Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns.

28. **Entire Agreement.** As of the Effective Date, the Employee and the Company hereby irrevocably agree that the Old Employment Agreement is hereby terminated in its entirety, and neither party thereto shall have any rights or obligations under the Old Employment Agreement, including but not limited to, in the case of the Employee, any right to any severance payment or benefit. This Agreement constitutes the entire agreement between the listed parties with respect to the subject matter described in this Agreement and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect to such subject matter, except to the extent said agreements, understandings and arrangements are referenced or referred to in this Agreement. This Agreement may not be modified, amended, altered or rescinded in any manner, except by written instrument signed by both of the parties hereto; provided, however, that the waiver by either party of a breach or compliance with any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or compliance. Except to the extent the terms hereof are explicitly and directly inconsistent with the terms of the Plan, nothing herein shall be deemed to override or replace the terms of the Plan, including but not limited to sections 6.4, 9.4 and 10.4 thereof.

29. **Severability.** In case any one or more of the provisions of this Agreement shall be held by any court of competent jurisdiction or any arbitrator selected in accordance with the terms hereof to be illegal, invalid or unenforceable in any respect, such provision shall have no force and effect, but such holding shall not affect the legality, validity or enforceability of any other provision of this Agreement provided that the provisions held illegal, invalid or unenforceable does not reflect or manifest a fundamental benefit bargained for by a party hereto.

30. **Assignment.** Subject to the Executive's right to terminate in the event of a Change of Control hereunder, this Agreement can be assigned by the Company only to a company that controls, is controlled by, or is under common control with the Company and which assumes all of the Company's obligations hereunder. The duties and covenants of Executive under this Agreement, being personal, may not be assigned or delegated except that Executive may assign payments due hereunder to a trust established for the benefit of Executive's family or to Executive's estate or to any partnership or trust entered into by Executive and/or Executive's immediate family members (meaning, Executive's spouse and lineal descendants). This agreement shall be binding in all respects on permissible assignees.

31. **Notification.** In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any third party with whom Executive may become employed or

enter into any business or contractual relationship with, or whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and the Company shall not be liable for doing so.

32. **Choice of Law/Jurisdiction** This Agreement is deemed to be accepted and entered into in St. Louis County, Missouri. Executive and the Company intend and hereby acknowledge that jurisdiction over disputes with regard to this Agreement, and over all aspects of the relationship between the parties hereto, shall be governed by the laws of the State of Missouri without giving effect to its rules governing conflicts of laws. Executive agrees that in any suit to enforce this Agreement, or as to any dispute that arises between the Company and the Executive regarding or relating to this Agreement and/or any aspect of Executive's employment relationship with Company, venue and jurisdiction are proper in the County of St. Louis, and (if federal jurisdiction exists) the United States District Court for the Eastern Division of Missouri in St. Louis, and Executive waives all objections to jurisdiction and venue in any such forum and any defense that such forum is not the most convenient forum.

33. **Section Headings**. The section headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.

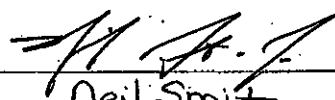
34. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Charter Communications, Inc.

By:

 8/1/07

Name:

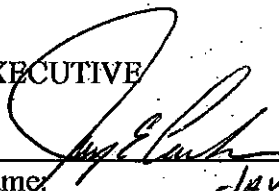
Neil Smit

Title:

President & CEO

EXECUTIVE

Name:



JAY E. CARLSON

Address:

Charter Communications
Grant Summary Report
Exhibit A

Activity as of 6/25/2007

Grant Date	Grant Type	Grant Price	Granted	Exercised	Canceled	Subject to Repurchase	Outstanding	Vested	Outstanding Exercisable
2001 Non-Qualified Stock Options									
Jay E. Carlson									
11/7/2005	Non-Qualified	\$1.299000	83,700	3,000	0	0	80,700	20,925	17,925
3/10/2006	Non-Qualified	\$1.000000	31,100	7,775	0	0	23,325	7,775	0
3/10/2006	Restricted	\$0.000000	72,585	0	0	0	72,585	0	0
3/10/2006	Restricted	\$0.000000	43,551	0	0	0	43,551	0	0
12/29/2006	Restricted	\$0.000000	25,000	0	0	0	25,000	0	0
3/9/2007	Non-Qualified	\$2.835000	31,100	0	0	0	31,100	0	0
3/9/2007	Restricted	\$0.000000	72,585	0	0	0	72,585	0	0
Optionee Total			359,621	10,775	0	0	348,846	28,700	17,925
Plan Totals			359,621	10,775	0	0	348,846	28,700	17,925

6/25/2007

Exhibit B

Top Talent Retention Plan

Jay Carlson

Plan Award	\$ 246,000	
<i>100% of base salary as of April 15, 2006 or hire date</i>		
Vesting date	4/1/2008	4/1/2010
% of Plan Award	40%	60%
Payout	\$98,000	\$147,000

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), dated and effective the ~~24~~ day of December, 2008 (the "Effective Date") is made by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "Company"), and STEVEN E. APODACA (the "Executive").

RECITALS:

WHEREAS, it is the desire of the Company to assure itself of the services of Executive by engaging Executive as its Senior Vice President – Division President, West Operations, and the Executive desires to serve the Company on the terms herein provided;

WHEREAS, Executive's agreement to the terms and conditions of Sections 17 and 19 are a material and essential condition of Executive's employment with the Company hereafter under the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. **Certain Definitions.**

(a) "Allen" shall mean Paul G. Allen (and his heirs or beneficiaries under his will(s), trusts or other instruments of testamentary disposition), and any entity or group over which Paul G. Allen has Control and that constitutes a Person as defined herein. For the purposes of this definition, "Control" means the power to direct the management and policies of an entity or to appoint or elect a majority of its governing board.

(b) "Annual Base Salary" shall have the meaning set forth in Section 5.

(c) "Board" shall mean the Board of Directors of the Company.

(d) "Bonus" shall have the meaning set forth in Section 6.

(e) The Company shall have "Cause" to terminate Executive's employment hereunder upon Executive's:

(i) Executive's breach of a material obligation (which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach) or representation under this Agreement or breach of any fiduciary duty to the Company which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach; or any act of fraud or knowing material misrepresentation or concealment upon, to or from the Company or the Board;

(ii) Executive's failure to adhere in any material respect to (i) the Company's Code of Conduct in effect from time to time and applicable to officers and/or employees generally, or (ii) any written Company policy, if such policy is material to the

effective performance by Executive of the Executive's duties under this Agreement, and if Executive has been given a reasonable opportunity to cure this failure to comply within a period of time which is reasonable under the circumstances but not more than the thirty (30) day period after written notice of such failure is provided to Executive; *provided that* if Executive cures this failure to comply with such a policy and then fails again to comply with the same policy, no further opportunity to cure that failure shall be required;

(iii) Executive's misappropriation (or attempted misappropriation) of a material amount of the Company's funds or property;

(iv) Executive's conviction of, the entering of a guilty plea or plea of *nolo contendere* or no contest (or the equivalent), or entering into any pretrial diversion program or agreement or suspended imposition of sentence, with respect to either a felony or a crime that adversely affects or could reasonably be expected to adversely affect the Company or its business reputation; or the institution of criminal charges against Executive, which are not dismissed within sixty (60) days after institution, for fraud, embezzlement, any felony offense involving dishonesty or constituting a breach of trust or moral turpitude;

(v) Executive's admission of liability of, or finding of liability, for a knowing and deliberate violation of any "Securities Laws." As used herein, the term "Securities Laws" means any federal or state law, rule or regulation governing generally the issuance or exchange of securities, including without limitation the Securities Act of 1933, the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder;

(vi) conduct by Executive in connection with Executive's employment that constitutes gross neglect of any material duty or responsibility, willful misconduct, or recklessness which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach;

(vii) Executive's illegal possession or use of any controlled substance, or excessive use of alcohol at a work function, in connection with Executive's duties, or on Company premises; "excessive" meaning either repeated unprofessional use or any single event of consumption giving rise to significant intoxication or unprofessional behavior;

(viii) willful or grossly negligent commission of any other act or failure to act in connection with the Executive's duties as an executive of the Company which causes or reasonably may be expected (as of the time of such occurrence) to cause substantial economic injury to or substantial injury to the business reputation of the Company or any subsidiary or affiliate of the Company, including, without limitation, any material violation of the Foreign Corrupt Practices Act, as described herein below.

If Executive commits or is charged with committing any offense of the character or type specified in subparagraphs 1(e)(iv), (v) or (viii) above, then the Company at its option may suspend the Executive with or without pay. If the Executive subsequently is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any such offense (or any matter that gave

rise to the suspension), the Executive shall immediately repay any compensation paid in cash hereunder from the date of the suspension. Notwithstanding anything to the contrary in any stock option or equity incentive plan or award agreement, all vesting and all lapsing of restrictions on restricted shares shall be tolled during the period of suspension and all unvested options and restricted shares for which the restrictions have not lapsed shall terminate and not be exercisable by or issued to Executive if during or after such suspension the Executive is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any offense specified in subparagraphs 1(e)(iv), (v) or (viii) above or any matter that gave rise to the suspension.

(f) “Change of Control” shall be deemed to have occurred if:

(i) any Person is or becomes a “beneficial owner” (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act), directly or indirectly, of securities representing the Applicable Percentage (as defined below) or more of the total voting power of all of the Company’s then outstanding voting securities. For purposes of this Section 1(f), the term “Person” shall not include: (A) the Company or any of its subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries, or (C) an underwriter temporarily holding securities pursuant to an offering of said securities, or (D) Allen. For purposes of this Agreement, in the case of a recapitalization or other exchange involving the exchange of Company voting stock for the Company's debt, the group of debtholders that acquires such Company voting stock as the result of such recapitalization or exchange shall not be treated as a single Person solely by reason of such recapitalization or exchange; or

(ii) the occurrence of a merger, consolidation or sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), in each case, unless following such Business Combination: (A) all or substantially all of the individuals and entities who were the “beneficial owners” (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of the outstanding voting securities of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, securities representing more than fifty percent (50%) of the total voting power of the then outstanding voting securities of the entity resulting from such Business Combination (or such assets as the case may be) or the parent of such entity in substantially the same proportionate ownership as in effect immediately prior to the Business Combination (the “Resulting Entity”); and (B) a majority of the members of the board of directors or other governing body of the Resulting Entity were members of the Board at the time of the execution of the initial agreement, or at the time of the action of the Board, providing for such Business Combination; or

(iii) the consummation of a plan of complete liquidation or dissolution of the Company; or

(iv) if and when Allen shall no longer have the power to appoint a majority of the Board, during any period of two (2) consecutive calendar years, individuals who either (A) at the beginning of such period are members of the Board (“Incumbent Directors”), or

(B) whose election to the Board during such period is approved by a vote of the majority of those members of the Board who are Incumbent Directors at the time of such approval, whereupon such individual so approved shall be treated as an Incumbent Director with respect to future approvals, cease for any reason to constitute a majority of the Board.

Notwithstanding the foregoing subsections 1(f)(i) through (iii), a Change of Control shall not include any transaction or series of transactions, including any transactions described above if, following such transaction or transactions, (x) Allen has the largest percentage ownership of the voting securities in the Company or any successor or surviving corporation held by any Person (other than any Person that includes Allen), provided such percentage ownership is more than twenty-five percent or (y) Allen has the power to appoint a majority of the members of the Board of Directors.

For purposes of this definition, (A) at all times that Allen is or are the “beneficial owner(s)” (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of securities representing in the aggregate at least fifty percent (50%) of the total voting power of all of the Company’s then outstanding voting securities, “Applicable Percentage” means fifty percent (50%); and (B) at all times that Allen is or are the beneficial owner(s) of securities representing in the aggregate less than fifty percent (50%) of the total voting power of all of the Company’s then outstanding voting securities, “Applicable Percentage” means any percentage that is more than the greater of (1) the percentage of the total voting power of all of the Company’s then outstanding voting securities represented by securities beneficially owned by Allen or (2) twenty-five percent (25%).

(g) “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) “Committee” shall mean either the Compensation and Benefits Committee of the Board, or a Subcommittee of such Committee duly appointed by the Board or the Committee.

(i) “Company” shall have the meaning set forth in the preamble hereto.

(j) “Company Stock” shall mean the \$.10 par value common stock of the Company.

(k) “Date of Termination” shall mean (i) if Executive’s employment is terminated by Executive’s death, the date of Executive’s death and (ii) if Executive’s employment is terminated pursuant to Section 14(a)(ii) – (vi), the date of termination of employment, as defined in 409(A) regulations under the Code.

(l) For purposes of this Agreement, Executive will be deemed to have a “Disability” if, due to illness, injury or a physical or medically recognized mental condition, (a) Executive is unable to perform Executive’s duties under this Agreement with reasonable accommodation for 120 consecutive days, or 180 days during any twelve month period, as determined in accordance with this Section, or (b) Executive is considered disabled for purposes of

receiving / qualifying for long term disability benefits under any group long term disability insurance plan or policy offered by Company in which Executive participates. The Disability of Executive will be determined by a medical doctor selected by written agreement of Company and Executive upon the request of either party by notice to the other, or (in the case of and with respect to any applicable long term disability insurance policy or plan) will be determined according to the terms of the applicable long term disability insurance policy / plan. If Company and Executive cannot agree on the selection of a medical doctor, each of them will select a medical doctor and the two medical doctors will select a third medical doctor who will determine whether Executive has a Disability. The determination of the medical doctor selected under this Section will be binding on both parties. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this Section, and to other specialists designated by such medical doctor, and Executive hereby authorizes the disclosure and release to Company of such determination and all supporting medical records. If Executive is not legally competent, Executive's legal guardian or duly authorized attorney-in-fact will act in Executive's stead under this Section for the purposes of submitting Executive to the examinations, and providing the authorization of disclosure, required under this Section.

(m) "Executive" shall have the meaning set forth in the preamble hereto.

(n) "Good Reason" shall mean any of the events described herein that occur without Executive's prior written consent: (i) any reduction in Executive's Annual Base Salary, Target Bonus Percentage, or title except as permitted hereunder, (ii) any failure to pay Executive's compensation hereunder when due; (iii) any material breach by the Company of a term hereof; (iv) relocation of Executive's primary workplace to a location that is more than fifty (50) miles from the office where Executive is then assigned to work as Executive's principal office; (v) any change in reporting structure such that Executive no longer reports directly to the officer (by function) to whom Executive reports at the time of the execution of this Agreement (or equivalent position if the Company has changed functional responsibilities of its senior executive staff) (in each case "(i)" through "(v)" only if Executive objects in writing within 30 days after being informed of such events and unless Company retracts and/or rectifies the claimed Good Reason within 30 days following Company's receipt of timely written objection from Executive); (vi) if within six months after a Change of Control, Executive has not received an offer from the surviving company to continue in an equivalent position in terms of title, responsibility and compensation (except that the value of equity-based compensation after such Change of Control need only be commensurate with the value of equity-based compensation given to executives with equivalent positions in the surviving company, if any) as set herein; (vii) the Company's decision not to renew this Agreement at the end of its term, or (viii) the failure of a successor to the business of the Company to assume the Company's obligations under this Agreement in the event of a Change of Control during its term.

(o) "Notice of Termination" shall have the meaning set forth in Section 14(b).

(p) "Options" shall have the meaning set forth in Section 7

(q) "Performance Unit" and "Performance Shares" shall have the meaning set forth in Section 9 hereof.

(r) "Person" shall have the meaning set forth in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934.

(s) "Plan" shall mean the 2001 Stock Incentive Plan as amended by the Company from time to time.

(s) "Restricted Shares" shall have the meaning set forth in Section 8.

(t) "Term" shall have the meaning set forth in Section 2.

(u) "Voluntary" and "Voluntarily" in connection with Executive's termination of employment shall mean a termination of employment resulting from the initiative of the Executive, excluding a termination of employment attributable to Executive's death or Disability. A resignation by Executive that is in response to a communicated intent by the Company to discharge Executive other than for Cause is not considered to be "Voluntary" and shall be considered to be a termination by the Company for the purposes of this Agreement.

2. **Employment Term.** The Company hereby employs the Executive, and the Executive hereby accepts his employment, under the terms and conditions hereof, for the period (the "Term") beginning on the Effective Date hereof and terminating upon the earlier of (i) December 31, 2010 (the "Initial Term") and (ii) the Date of Termination as defined in Section 1(k), and, if not terminated earlier, will be automatically renewed at the end of its Initial Term and on each anniversary thereafter for a period of one (1) year unless either party shall give written notice of cancellation to the other party not later than ninety (90) days prior to the end of the Initial Term or anniversaries thereof.

3. **Position and Duties.** Executive shall serve as Senior Vice President – Division President, West Operations, initially reporting to the Executive Vice President and Chief Operating Officer but with such other reporting relationships as shall be determined by the Chief Executive Officer from time to time", with such responsibilities, duties and authority as are customary for such role, including, but not limited to, overall management responsibility for West Division operations in the Company. Executive shall devote all necessary business time and attention, and employ Executive's reasonable best efforts, toward the fulfillment and execution of all assigned duties, and the satisfaction of defined annual and/or longer-term performance criteria.

4. **Place of Performance.** In connection with Executive's employment during the Term, Executive's initial primary workplace shall be the Company's offices in or near Denver, Colorado, except for necessary travel on the Company's business.

5. **Annual Base Salary.** During the Term, Executive shall receive a base salary at a rate not less than \$280,000 per annum (the "Annual Base Salary"), less standard deductions, paid in accordance with the Company's general payroll practices for executives, but no less frequently than monthly. The Annual Base Salary shall compensate Executive for any official position or directorship of a subsidiary or affiliate that Executive is asked to hold in the Company or its subsidiaries or affiliates as a part of Executive's employment responsibilities. No less frequently than annually during the Term, the Committee, on advice of the Company's Chief Executive Officer, shall review the rate of Annual Base Salary payable to Executive, and may, in its

discretion, increase the rate of Annual Base Salary payable hereunder; *provided, however*, that any increased rate shall thereafter be the rate of “Annual Base Salary” hereunder.

6. **Bonus.** Except as otherwise provided for herein, for each fiscal year or other period consistent with the Company’s then-applicable normal employment practices during which Executive is employed hereunder on the last day (the “Bonus Year”), Executive shall be eligible to receive a bonus in an amount up to 50% of Executive’s Annual Base Salary (the “Bonus” and bonuses at such percentage of Annual Base Salary being the “Target Bonus”) pursuant to, and as set forth in, the terms of the Executive Bonus Plan as such Plan may be amended from time to time, plus such other bonus payments, if any, as shall be determined by the Committee in its sole discretion, with such Bonus being paid on or before February 28 of the year next following the Bonus Year, or as soon as is administratively practicable thereafter (e.g., after the public disclosure of the Company’s financial results for the prior year on SEC Form 10-K or on such replacement form as the SEC shall determine, for those years as the Company’s securities are traded publicly, and the Company’s annual financial results are reported to the shareholders, for those (if any) years as the Company’s securities are not traded publicly).

7. **Stock Options.** The Company has previously granted to Executive options to purchase shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee’s discretion, grant to Executive additional options to purchase shares of Company Stock (all of such options, collectively, the “Options”) pursuant to the terms of the Plan, any successor plan and an associated Stock Option Agreement.

8. **Restricted Shares.** The Company has previously granted to Executive Restricted Shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee’s discretion, grant to Executive Restricted Shares (collectively, the “Restricted Shares”), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Restricted Shares Grant Letter.

9. **Performance Shares Units.** The Company has previously granted to Executive Performance Share Units of which some have been converted into Performance Shares (which are not aggregated in the forgoing description of Restricted Shares) as set forth in Exhibit A hereto, and may, in the Committee’s discretion, grant to Executive further Performance Share Units (collectively, the “Performance Units”), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Performance Unit Grant Letter.

9A. **Performance Cash.** The Company has previously granted to Executive a Performance Cash award as set forth on Exhibit A pursuant to the 2008 Incentive Program, as defined therein, which shall be subject to the restrictions and conditions as set forth in the 2008 Incentive Program and an associated Performance Cash Grant Letter.

10. **Executive Cash Bonus Plan.** Executive currently is a participant in the Company’s Top Talent Retention Plan with a Plan Award (as defined in such Plan) as set forth in Exhibit B and shall remain a participant in such Plan under the terms therefore for the term of this Agreement.

11. **Benefits.** Executive shall be entitled to receive such benefits and to participate in such employee group benefit plans, including life, health and disability insurance policies, and

financial planning services, and other perquisites and plans as are generally provided by the Company to its senior executives of comparable level and responsibility in accordance with the plans, practices and programs of the Company, as amended from time to time.

12. **Expenses.** The Company shall reimburse Executive for all reasonable and necessary expenses incurred by Executive in connection with the performance of Executive's duties as an employee of the Company in accordance with the Company's generally applicable policies and procedures. Such reimbursement is subject to the submission to the Company by Executive of appropriate documentation and/or vouchers in accordance with the customary procedures of the Company for expense reimbursement, as such procedures may be revised by the Company from time to time hereafter.

13. **Vacations.** Executive shall be entitled to paid vacation in accordance with the Company's vacation policy as in effect from time to time *provided that*, in no event shall Executive be entitled to less than three (3) weeks vacation per calendar year. Executive shall also be entitled to paid holidays and personal days in accordance with the Company's practice with respect to same as in effect from time to time.

14. **Termination.**

(a) Executive's employment hereunder may be terminated by the Company, on the one hand, or Executive, on the other hand, as applicable, without any breach of this Agreement, under the following circumstances:

(i) **Death.** Executive's employment hereunder shall automatically terminate upon Executive's death.

(ii) **Disability.** If Executive has incurred a Disability, the Company may give Executive written notice of its intention to terminate Executive's employment. In such event, Executive's employment with the Company shall terminate effective on the 14th day after delivery of such notice to Executive, *provided that* within the 14 days after such delivery, Executive shall not have returned to full-time performance of Executive's duties. Executive may provide notice to the Company of Executive's resignation on account of a bona fide Disability at any time.

(iii) **Cause.** The Company may terminate Executive's employment hereunder for Cause effectively immediately upon delivery of notice to Executive, taking into account any procedural requirements set forth under Section 1(e) above.

(iv) **Good Reason.** Executive may terminate Executive's employment herein for Good Reason upon (i) satisfaction of any advance notice and other procedural requirements set forth under Section 1(n) above for any termination pursuant to Section 1(n)(i) through (v) or (ii) at least 30 days' advance written notice by the Executive for any termination pursuant to Section 1(n)(vi) through (viii).

(v) **Without Cause.** The Company may terminate Executive's employment hereunder without Cause upon at least 30 days' advance written notice to the Executive.

(vi) Resignation Without Good Reason. Executive may resign Executive's employment without Good Reason upon at least fourteen (14) days' written notice to the Company.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 14 (other than pursuant to Sections 14(a)(i)) shall be communicated by a written notice (the "Notice of Termination") to the other party hereto, indicating the specific termination provision in this Agreement relied upon, setting forth in reasonable detail any facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and specifying a Date of Termination which notice shall be delivered within the applicable time periods set forth in subsections 14(a)(ii)-(vi) above (the "Notice Period"); *provided that* the Company may pay to Executive all Annual Base Salary, benefits and other rights due to Executive during such Notice Period instead of employing Executive during such Notice Period.

(c) Resignation from Representational Capacities. Executive hereby acknowledges and agrees that upon Executive's termination of employment with the Company for whatever reason, [s]he shall be deemed to have, and shall have in fact, effectively resigned from all executive, director or other positions with the Company or its affiliates at the time of such termination of employment, and shall return all property owned by the Company and in Executive's possession, including all hardware, files and documents, at that time.

(d) Termination in Connection with Change in Control. If Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, such termination shall be deemed to have occurred immediately before such Change in Control for purposes of this Agreement and the Plan.

15. **Termination Pay**

(a) Effective upon the termination of Executive's employment, Company will be obligated to pay Executive (or, in the event of Executive's death, the Executive's designated beneficiary as defined below) only such compensation as is provided in this Section 15, except to the extent otherwise provided for in any Company stock incentive, stock option or cash award plan (including, among others, the Plan), approved by the Board. For purposes of this Section 15, Executive's designated beneficiary will be such individual beneficiary or trust, located at such address, as Executive may designate by notice to Company from time to time or, if Executive fails to give notice to Company of such a beneficiary, Executive's estate. Notwithstanding the preceding sentence, Company will have no duty, in any circumstances, to attempt to open an estate on behalf of Executive, to determine whether any beneficiary designated by Executive is alive or to ascertain the address of any such beneficiary, to determine the existence of any trust, to determine whether any person purporting to act as Executive's personal representative (or the trustee of a trust established by Executive) is duly authorized to act in that capacity, or to locate or attempt to locate any beneficiary, personal representative, or trustee.

(b) Termination by Executive for Good Reason or by Company without Cause. If prior to expiration of the Term, Executive terminates his or her employment for Good Reason, or if the Company terminates Executive's employment other than for Cause or Executive's death or Disability, Executive will be entitled to receive, subject to the conditions of this Agreement, the following:

(i) (A) all Annual Base Salary and Bonus duly payable under the applicable plan for performance periods ending prior to the Date of Termination, but unpaid as of the Date of Termination, plus (B) in consideration for Executive's obligations set forth in Section 19 hereof, an amount equal to one (1) times the Executive's then-current rate of Annual Base Salary and Target Bonus, which total sum shall be payable following the Date of Termination in twenty-six (26) equal bi-weekly installments in accordance with the Company's normal payroll practices *provided that*, if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) during such twelve (12) month period (and such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code), any amounts remaining payable to Executive hereunder shall be paid in a single lump sum immediately upon such Change of Control.

(ii) if Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, the Company shall treat as earned all unvested Performance Units for which the performance term has not expired as of such Change of Control at the rate calculated pursuant to the Plan and the applicable Grant Letter, and shall immediately convert those Units into Restricted Shares and accelerate as of the Date of Termination the removal of restrictions on such shares.

(iii) all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the Date of Termination which are payable under and in accordance with this Agreement, which amount will be paid within thirty (30) days after the submission by Executive of properly completed reimbursement requests on the Company's standard forms;

(iv) a lump sum payment (net after deduction of taxes and other required withholdings) equal to twelve (12) times the monthly cost, at the time Executive's employment terminated, for Executive to receive under COBRA the paid coverage for health, dental and vision benefits then being provided for Executive at the Company's cost at the time Executive's employment terminated. This amount will be paid at the same time the payment is made under Section 15(b)(i) and will not take into account future increases in costs during the applicable time period; and

(v) notwithstanding anything to the contrary in any award agreement, Executive shall be deemed to be actively employed during the twelve (12) month period following termination of employment for purposes of vesting of all stock options, performance units and restricted stock; *provided that* if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) within such period, all remaining stock options that would have vested in the twelve (12) month period shall vest, and all remaining restricted stock and performance units whose restrictions would have lapsed in the twelve (12) month period shall have their restrictions lapse immediately upon such Change of Control; provided, however, that with respect to any equity-based compensation awards subject to Section 409A of the Code (as determined by independent tax counsel retained by the Company), vesting and/or the lapse of restrictions will only be accelerated if such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code, or the first subsequent time at which such distribution may be made in compliance with Section 409A of the Code; and

(vi) pay the cost of up to twelve (12) months, as required, of executive-level out-placement services (which provides as part of the outplacement the use of an office and secretarial support as near as reasonably practicable to Executive's residence).

provided, however, any of the benefits described in Section 15(b)(i) through (vi) that are due to be paid or awarded during the first six (6) months after the Date of Termination shall, to the extent required to avoid the tax consequences of Section 409A of the Code as determined by independent tax counsel, be suspended and paid after the six (6) month anniversary of Executive's Date of Termination.

(c) The Executive shall not be required to mitigate the amount of any payments provided in Section 15, by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 15 be reduced by any compensation earned by Executive as a result of employment by another company or business, or by profits earned by Employee from any

other source at any time before or after the date of Termination, so long as Executive is not in breach of the Agreement.

(d) Termination by Executive without Good Reason or by Company for Cause. If prior to the expiration of the Term or thereafter, Executive Voluntarily terminates Executive's employment prior to expiration of the Term without Good Reason or if Company terminates this Agreement for Cause, Executive will be entitled to receive Executive's then-existing Annual Base Salary only through the date such termination is effective and will be reimbursed for all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the date of termination which are payable under and in accordance with this Agreement; any unvested options and shares of restricted stock shall terminate as of the date of termination unless otherwise provided for in any applicable plan or award agreement; and Executive shall be entitled to no other compensation, bonus, payments or benefits except as expressly provided in this paragraph.

(e) Termination upon Disability or Death. If Executive's employment shall terminate by reason of Executive's Disability (pursuant to Section 14(a)(ii)) or death (pursuant to Section 14(a)(i)), the Company shall pay to Executive, in a lump sum cash payment as soon as practicable following the Date of Termination, all unpaid Annual Base Salary and Bonus previously earned for a performance period ending prior to the Date of Termination, but unpaid as of the Date of Termination, and the *pro rata* portion of their Bonus for such year (when and as paid to other senior executives of the Company) for the Performance Period in which the termination occurred. In the case of Disability, if there is a period of time during which Executive is not being paid Annual Base Salary and not receiving long-term disability insurance payments, the Company shall make interim payments equal to such unpaid disability insurance payments to Executive until commencement of disability insurance payments; *provided that*, to the extent required to avoid the tax consequences of Section 409A of the Code, as determined by independent tax counsel, the first payment shall cover all payments scheduled to be made to Executive during the first six (6) months after the date Executive's employment terminates, and the first such payment shall be delayed until the day that is six (6) months after the date Executive's employment terminates.

(f) Benefits. Except as otherwise required by law, Executive's accrual of, and participation in plans providing for, the Benefits will cease at the effective Date of the Termination of employment.

(g) Conditions To Payments. To be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b)(i) and 15(e), Executive must comply with the provisions of Sections 17, 18 and 19. In addition, to be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b) and 15(e) Executive (or Executive's executor and personal representatives in case of death) must first execute and deliver to Company, and comply with, an agreement, in form and substance reasonably satisfactory to Company, effectively releasing and giving up all claims Executive may have against Company or any of its subsidiaries or affiliates (and each of their respective controlling shareholders, employees, directors, officers, plans, fiduciaries, insurers and agents) arising out of or based upon any facts or conduct occurring prior to that date. The agreement will be prepared by

Company, will be based upon the standard form (if any) then being utilized by Company for executive separations when severance is being paid, and will be provided to Executive at the time Executive's employment is terminated or as soon as administratively practicable thereafter (not to exceed five (5) business days). The agreement will require Executive to consult with Company representatives, and voluntarily appear as a witness for trial or deposition (and to prepare for any such testimony) in connection with, any claim which may be asserted by or against Company, any investigation or administrative proceeding, any matter relating to a franchise, or any business matter concerning Company or any of its transactions or operations. A copy of the standard form release being used by Company as of the date of this agreement for executive separations when severance is being paid is attached to this Agreement as Exhibit C. It is understood that the final document may not contain provisions specific to the release of a federal age discrimination claim if Executive is not at least forty (40) years of age, and may be changed as Company's chief legal counsel considers necessary and appropriate to enforce the same, including provisions to comply with changes in applicable laws and recent court decisions. Payments under and/or benefits provided by Section 15 will not be made unless and until Executive executes and delivers that agreement to Company within twenty-one (21) days after delivery of the document (or such lesser time as Company's chief legal counsel may specify in the document) and all conditions to the effectiveness of that agreement and the releases contemplated thereby have been satisfied (including without limitation the expiration of any applicable revocation period without revoking acceptance).

(h) Survival. The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued hereunder prior to such expiration, subject to the terms of any agreement containing a general release provided by Executive.

16. **Excess Parachute Payment**.

(a) Anything in this Agreement or the Plan to the contrary notwithstanding, to the extent that any payment, distribution or acceleration of vesting to or for the benefit of Executive by the Company (within the meaning of Section 280G of the Code and the regulations thereunder), whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments") is or will be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then the Total Payments shall be reduced (but not below zero) to the Safe Harbor Amount (as defined below) if and to the extent that a reduction in the Total Payments would result in Executive retaining a larger amount, on an after-tax basis (taking into account federal, state and local income and employment taxes and the Excise Tax), than if Executive received the entire amount of such Total Payments in accordance with their existing terms (taking into account federal, state, and local income and employment taxes and the Excise Tax). For purposes of this Agreement, the term "Safe Harbor Amount" means the largest portion of the Total Payments that would result in no portion of the Total Payments being subject to the Excise Tax. Unless Executive shall have given prior written notice specifying a different order to the Company to effectuate the foregoing, the Company shall reduce or eliminate the Total Payments, by first reducing or eliminating the portion of the Total Payments which are payable in cash and then by reducing or eliminating non-cash payments in such order as Executive shall determine; provided that Executive may not so elect to the extent that, in the determination of the Determining Party (as defined herein), such election would cause Executive to be subject to the

Excise Tax. Any notice given by Executive pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing Executive's rights and entitlements to any benefits or compensation.

(b) The determination of whether the Total Payments shall be reduced as provided in Section 16(a) and the amount of such reduction shall be made at the Company's expense by an accounting firm selected by Company from among the ten largest accounting firms in the United States or by qualified independent tax counsel (the "Determining Party"); *provided that* Executive shall be given advance notice of the Determining Party selected by the Company, and shall have the opportunity to reject to the selection, within two business days of being notified of the selection, on the basis of that Determining Party's having a conflict of interest or other reasonable basis, in which case the Company shall select an alternative auditing firm among the ten largest accounting firms in the United States or alternative independent qualified tax counsel, which shall become the Determining Party. Such Determining Party shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and Executive within ten (10) days of the termination of Executive's employment or at such other time mutually agreed by the Company and Executive. If the Determining Party determines that no Excise Tax is payable by Executive with respect to the Total Payments, it shall furnish Executive with an opinion reasonably acceptable to Executive that no Excise Tax will be imposed with respect to any such payments and, absent manifest error, such Determination shall be binding, final and conclusive upon the Company and Executive. If the Determining Party determines that an Excise Tax would be payable, the Company shall have the right to accept the Determination as to the extent of the reduction, if any, pursuant to Section 16(a), or to have such Determination reviewed by another accounting firm selected by the Company, at the Company's expense. If the two accounting firms do not agree, a third accounting firm shall be jointly chosen by the Executive Party and the Company, in which case the determination of such third accounting firm shall be binding, final and conclusive upon the Company and Executive.

(c) If, notwithstanding any reduction described in this Section 16, the IRS determines that Executive is liable for the Excise Tax as a result of the receipt of any of the Total Payments or otherwise, then Executive shall be obligated to pay back to the Company, within thirty (30) days after a final IRS determination or in the event that Executive challenges the final IRS determination, a final judicial determination, a portion of the Total Payments equal to the "Repayment Amount." The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Company so that Executive's net after-tax proceeds with respect to the Total Payments (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on the Payment) shall be maximized. The Repayment Amount shall be zero if a Repayment Amount of more than zero would not result in Executive's net after-tax proceeds with respect to the Total Payments being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, the Executive shall pay the Excise Tax.

(d) Notwithstanding any other provision of this Section 16, if (i) there is a reduction in the Total Payments as described in this Section 16, (ii) the IRS later determines that Executive is liable for the Excise Tax, the payment of which would result in the maximization of Executive's net after-tax proceeds (calculated as if Executive's benefits had not previously been reduced), and (iii) Executive pays the Excise Tax, then the Company shall pay to Executive those payments or

benefits which were reduced pursuant to this Section 16 as soon as administratively possible after Executive pays the Excise Tax so that Executive's net after-tax proceeds with respect to the Total Payments are maximized.

17. **Competition/Confidentiality.**

(a) Acknowledgments by Executive. Executive acknowledges that (a) during the Term and as a part of Executive's employment, Executive has been and will be afforded access to Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; (c) because Executive possesses substantial technical expertise and skill with respect to the Company's business, Company desires to obtain exclusive ownership of each invention by Executive while Executive is employed by the Company, and Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each such invention by Executive; and (d) the provisions of this Section 17 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide Company with exclusive ownership of all inventions and works made or created by Executive.

(b) Confidential Information. (i) The Executive acknowledges that during the Term Executive will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Executive shall hold such Confidential Information in strictest confidence and never at any time, during or after Executive's employment terminates, directly or indirectly use for Executive's own benefit or otherwise (except in connection with the performance of any duties as an employee hereunder) any Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

(ii) As used in this Agreement, the term "Confidential Information" shall include, but not be limited to, any of the following information relating to Company learned by the Executive during the Term or as a result of Executive's employment with Company:

(A) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(B) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(C) any trade secret or confidential information of or concerning any business operation or business relationship;

(D) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software is used in combination or alone;

(E) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers,

subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information (including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(F) information concerning the Company's employees, officers, directors and shareholders; and

(G) any other trade secret or information of a confidential or proprietary nature.

(iii) Executive shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by Executive to be for the benefit of the Company, and will, at Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Executive may at any time have within his possession or control that contain any Confidential Information.

(iv) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Executive or which has become rightfully available to Executive on a non-confidential basis from any third party, the disclosure of which to Executive does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure by Executive or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

(v) Executive will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Executive's duties at home or while traveling, or except as otherwise specifically authorized by Company) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Executive recognizes that, as between Company and Executive, all of the Proprietary Items, whether or not developed by Executive, are the exclusive property of the Company. Upon termination of Executive's employment by either party, or upon the request of Company during the Term, Executive will return to Company all of the Proprietary Items in Executive's possession or subject to Executive's control, including all equipment (e.g., laptop computers, cell phone, portable e-mail devices, etc.), documents, files and data, and Executive shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

18. **Proprietary Developments.**

(a) Any and all inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae (collectively, hereinafter referred to as "Developments"), made, conceived, developed, or created by Executive (alone or in conjunction with others, during regular work hours or otherwise) during Executive's employment, which may be directly or indirectly useful in, or relate to, the business conducted or to be conducted by the Company will be promptly disclosed by Executive to Company and shall be Company's exclusive property. The term "Developments" shall not be deemed to include inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae which were in the possession of Executive prior to the Term. Executive hereby transfers and assigns to Company all proprietary rights which Executive may have or acquire in any Developments and Executive waives any other special right which the Executive may have or accrue therein. Executive will execute any documents and to take any actions that may be required, in the reasonable determination of Company's counsel, to effect and confirm such assignment, transfer and waiver, to direct the issuance of patents, trademarks, or copyrights to Company with respect to such Developments as are to be Company's exclusive property or to vest in Company title to such Developments; provided, however, that the expense of securing any patent, trademark or copyright shall be borne by Company. The parties agree that Developments shall constitute Confidential Information.

(b) "Work Made for Hire." Any work performed by Executive during Executive's employment with Company shall be considered a "Work Made for Hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of Company. In the event it should be established that such work does not qualify as a Work Made for Hire, Executive agrees to and does hereby assign to Company all of Executive's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

19. **Non-Competition and Non-Interference.**

(a) Acknowledgments by Executive. Executive acknowledges and agrees that: (a) the services to be performed by Executive under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 19 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Executive's ability to earn a living.

(b) Covenants of Executive. For purposes of this Section 19, the term "Restricted Period" shall mean the period commencing as of the date of this Agreement and terminating on the second anniversary (or, in the case of Section 19(b)(i) , the first anniversary), of the date Executive's employment terminated *provided that* the "Restricted Period" also shall encompass any period of time from whichever anniversary date is applicable until and ending on the last date Executive is to be paid any payment under Section 15 hereof. In consideration of the acknowledgments by Executive, and in consideration of the compensation and benefits to be paid or provided to Executive by Company, Executive covenants and agrees that during the Restricted

Period, the Executive will not, directly or indirectly, for Executive's own benefit or for the benefit of any other person or entity other than the Company:

(i) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be employed by a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where Executive then lives or conducts such activities); perform any work as an employee, consultant (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company), contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where Executive then lives or conducts such activities); or directly or indirectly provide any services or advice to a any business, person or entity who or which is engaged in a Competitive Business (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company). A "Competitive Business" is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business; owns or operates a cable television system; provides direct television or any satellite-based, telephone system-based, internet based or wireless system for delivering television, music or other entertainment programming (other than as an ancillary service, such as cellular telephone providers); provides telephony services using any wired connection or fixed (as opposed to mobile) wireless application; provides data or internet access services; or offers, provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time Executive's employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section 19 shall not be construed or applied (i) so as to prohibit Executive from owning not more than five percent (5%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as Executive's investment is passive and Executive does not lend or provide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (ii) so as to prohibit Executive from working as an employee in the cable television business for a company/business that owns or operates cable television franchises (by way of current example only, Time Warner, Cablevision, Cox or Comcast), *provided that* the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services (other than nominal overlaps of service areas) and the company/business is otherwise not engaged in a Competitive Business, and provided Executive does not otherwise violate the terms of this Agreement in connection with that work;

(ii) contact, solicit or provide any service to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Executive's employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Executive's employment terminated); or

directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchased by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(iii) solicit or recruit for employment, any person or persons who are employed by Company or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the date Executive's employment terminated, or otherwise interfere with the relationship between any such person and the Company; nor will the Executive assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees.

If Executive violates any covenant contained in this Section 19, then the term of the covenants in this Section shall be extended by the period of time Executive was in violation of the same.

(c) Provisions Pertaining to the Covenants. Executive recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 19 shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Executive's employment terminates. It is agreed that the Executive's services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Executive's breach of this Section, Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits hereunder. If any provision of Sections 17, 18 or 19 of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Company the maximum restriction on Executive's activities permitted by applicable law in such circumstances. Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non existence of any other similar agreement for anyone else employed by Company or by Company's failure to exercise any of its rights under any such agreement.

(d) Notices. In order to preserve Company's rights under this Agreement, Company is authorized to advise any potential or future employer, any third party with whom Executive may become employed or enter into any business or contractual relationship with, and any third party whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and Company shall not be liable for doing so.

(e) Injunctive Relief and Additional Remedy. Executive acknowledges that the injury that would be suffered by Company as a result of a breach of the provisions of this Agreement (including any provision of Sections 17, 18 and 19) would be irreparable and that an award of monetary damages to Company for such a breach would be an inadequate remedy. Consequently, Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and Company will not be obligated to post bond or other security in seeking such relief. Without limiting Company's rights under this Section or any other remedies of Company, if Executive breaches any of the provisions of Sections 17, 18 or 19, Company will have the right to cease making any payments otherwise due to Executive under this Agreement.

(f) Covenants of Sections 17, 18 and 19 are Essential and Independent Covenants. The covenants by Executive in Sections 17, 18 and 19 are essential elements of this Agreement, and without Executive's agreement to comply with such covenants, Company would not have entered into this Agreement or employed Executive. Company and Executive have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by Company. Executive's covenants in Sections 17, 18 and 19 are independent covenants and the existence of any claim by Executive against Company, under this Agreement or otherwise, will not excuse Executive's breach of any covenant in Section 17, 18 or 19. If Executive's employment hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of Executive in Sections 17, 18 and 19. The Company's right to enforce the covenants in Sections 17, 18 and 19 shall not be adversely affected or limited by the Company's failure to have an agreement with another employee with provisions at least as restrictive as those contained in Sections 17, 18 or 19, or by the Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in Sections 17, 18 and 19 of this Agreement.

20. **Executive's Representations And Further Agreements.**

(a) Executive represents, warrants and covenants to Company that:

(i) Neither the execution and delivery of this Agreement by Executive nor the performance of any of Executive's duties hereunder in accordance with the Agreement will violate, conflict with or result in the breach of any order, judgment, employment contract, agreement not to compete or other agreement or arrangement to which Executive is a party or is subject;

(ii) On or prior to the date hereof, Executive has furnished to Company true and complete copies of all judgments, orders, written employment contracts, agreements not to compete, and other agreements or arrangements restricting Executive's employment or business pursuits, that have current application to Executive;

(iii) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, and that prior to assenting to the terms of this

Agreement, or giving the representations and warranties herein, Executive has been given a reasonable time to review it and has consulted with counsel of Executive's choice; and

(iv) Executive has not provided, nor been requested by Company to provide, to Company, any confidential or non public document or information of a former employer that constitutes or contains any protected trade secret, and will not use any protected trade secrets in connection with the Executive's employment.

(b) During and subsequent to expiration of the Term, the Executive will cooperate with Company, and furnish any and all complete and truthful information, testimony or affidavits in connection with any matter that arose during the Executive's employment, that in any way relates to the business or operations of the Company or any of its parent or subsidiary corporations or affiliates, or of which the Executive may have any knowledge or involvement; and will consult with and provide information to Company and its representatives concerning such matters. Executive shall fully cooperate with Company in the protection and enforcement of any intellectual property rights that relate to services performed by Executive for Company, whether under the terms of this Agreement or prior to the execution of this Agreement. This shall include without limitation executing, acknowledging, and delivering to Company all documents or papers that may be necessary to enable Company to publish or protect such intellectual property rights. Subsequent to the Term, the parties will make their best efforts to have such cooperation performed at reasonable times and places and in a manner as not to unreasonably interfere with any other employment in which Executive may then be engaged. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony, sworn statement or declaration that is not complete and truthful. If Company requires the Executive to travel outside the metropolitan area in the United States where the Executive then resides to provide any testimony or otherwise provide any such assistance, then Company will reimburse the Executive for any reasonable, ordinary and necessary travel and lodging expenses incurred by Executive to do so provided the Executive submits all documentation required under Company's standard travel expense reimbursement policies and as otherwise may be required to satisfy any requirements under applicable tax laws for Company to deduct those expenses. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony or affidavit that is not complete and truthful.

21. **Mutual Non-Disparagement.** Neither the Company nor Executive shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the business or legal community or in the telecommunications industry.

22. **Foreign Corrupt Practices Act.** Executive agrees to comply in all material respects with the applicable provisions of the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, which provides generally that: under no circumstances will foreign officials, representatives, political parties or holders of public offices be offered, promised or paid any money, remuneration, things of value, or provided any other benefit, direct or indirect, in connection with obtaining or maintaining contracts or orders hereunder. When any representative, employee, agent, or other individual or organization associated with Executive is required to perform any obligation related to or in connection with this Agreement, the substance of this

section shall be imposed upon such person and included in any agreement between Executive and any such person. Failure by Executive to comply with the provisions of the FCPA shall constitute a material breach of this Agreement and shall entitle the Company to terminate Executive's employment for Cause.

23. **Purchases and Sales of the Company's Securities.** Executive has read and agrees to comply in all respects with the Company's Policy Regarding the Purchase and Sale of the Company's Securities by Employees, as such Policy may be amended from time to time. Specifically, and without limitation, Executive agrees that Executive shall not purchase or sell stock in the Company at any time (a) that Executive possesses material non-public information about the Company or any of its businesses; and (b) during any "Trading Blackout Period" as may be determined by the Company as set forth in the Policy from time to time.

24. **Indemnification.** (a) If Executive is made a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, a "Covered Person"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection therewith; *provided, however*, that, except as provided in Section 24(c) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board.

(b) The Corporation shall pay the expenses (including attorneys' fees) incurred by Executive in defending any such proceeding in advance of its final disposition (hereinafter, an "advancement of expenses"), *provided, however*, that, if the Delaware General Corporation Law so requires, an advancement of expenses incurred by Executive in his or her capacity as such shall be made only upon delivery to the Corporation of an undertaking (hereinafter, an "Undertaking"), by or on behalf of such Executive, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "Final Adjudication") that Executive was not entitled to be indemnified for such expenses under this Section 24 or otherwise. The rights to indemnification and to the advancement of expenses conferred in Subsections 24(a) and (b) hereof shall be contract rights and such rights shall continue even after Executive ceases to be employed by the Company and shall inure to the benefit of Executive's heirs, executors and administrators.

(c) If a claim under Section 24(a) or (b) hereof is not paid in full by the Company within sixty (60) days after a written claim therefore has been received by the Company,

except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, Executive may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If Executive is successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, Executive shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by Executive to enforce a right to indemnification hereunder (but not in a suit brought by Executive to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, the Company shall be entitled to recover such expenses upon a final adjudication that, Executive has not met the applicable standard for indemnification set forth in the Delaware General Corporation Law. To the fullest extent permitted by law, neither the failure of the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of Executive is proper in the circumstances because the Executive has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption that Executive has not met the applicable standard of conduct or, in the case of such a suit brought by Executive, be a defense to such suit. In any suit brought by Executive to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that Executive is not entitled to be indemnified, or to such advancement of expenses, under this Section 24 or otherwise shall, to the extent permitted by law, be on the Company.

(d) The rights to indemnification and to the advancement of expenses conferred in this Section 24 shall not be exclusive of any other right of indemnification which Executive or any other person may have or hereafter acquire by any statute, the Corporation's Certificate of Incorporation or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

(e) The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

25. **Withholding.** Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive or his estate or beneficiary shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to applicable law or regulation.

26. **Notices.** Any written notice required by this Agreement will be deemed provided and delivered to the intended recipient when (a) delivered in person by hand; or (b) three days after being sent via U.S. certified mail, return receipt requested; or (c) the day after being sent via by

overnight courier, in each case when such notice is properly addressed to the following address and with all postage and similar fees having been paid in advance:

If to the Company: Charter Communications, Inc.
Attn.: Human Resources
12405 Powerscourt Drive
St. Louis, MO 63131

If to Executive: 12405 Powerscourt Drive
St. Louis, MO 63131

Either party may change the address to which notices, requests, demands and other communications to such party shall be delivered personally or mailed by giving written notice to the other party in the manner described above.

27. **Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns.

28. **Entire Agreement.** As of the Effective Date, the Employee and the Company hereby irrevocably agree that the Old Employment Agreement is hereby terminated in its entirety, and neither party thereto shall have any rights or obligations under the Old Employment Agreement, including but not limited to, in the case of the Employee, any right to any severance payment or benefit. This Agreement constitutes the entire agreement between the listed parties with respect to the subject matter described in this Agreement and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect to such subject matter, except to the extent said agreements, understandings and arrangements are referenced or referred to in this Agreement. This Agreement may not be modified, amended, altered or rescinded in any manner, except by written instrument signed by both of the parties hereto; provided, however, that the waiver by either party of a breach or compliance with any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or compliance. Except to the extent the terms hereof are explicitly and directly inconsistent with the terms of the Plan, nothing herein shall be deemed to override or replace the terms of the Plan, including but not limited to sections 6.4, 9.4 and 10.4 thereof.

29. **Severability.** In case any one or more of the provisions of this Agreement shall be held by any court of competent jurisdiction or any arbitrator selected in accordance with the terms hereof to be illegal, invalid or unenforceable in any respect, such provision shall have no force and effect, but such holding shall not affect the legality, validity or enforceability of any other provision of this Agreement provided that the provisions held illegal, invalid or unenforceable does not reflect or manifest a fundamental benefit bargained for by a party hereto.

30. **Assignment.** Subject to the Executive's right to terminate in the event of a Change of Control hereunder, this Agreement can be assigned by the Company only to a company that controls, is controlled by, or is under common control with the Company and which assumes all of

the Company's obligations hereunder. The duties and covenants of Executive under this Agreement, being personal, may not be assigned or delegated except that Executive may assign payments due hereunder to a trust established for the benefit of Executive's family or to Executive's estate or to any partnership or trust entered into by Executive and/or Executive's immediate family members (meaning, Executive's spouse and lineal descendants). This agreement shall be binding in all respects on permissible assignees.

31. **Notification.** In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any third party with whom Executive may become employed or enter into any business or contractual relationship with, or whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and the Company shall not be liable for doing so.

32. **Choice of Law/Jurisdiction** This Agreement is deemed to be accepted and entered into in St. Louis County, Missouri. Executive and the Company intend and hereby acknowledge that jurisdiction over disputes with regard to this Agreement, and over all aspects of the relationship between the parties hereto, shall be governed by the laws of the State of Missouri without giving effect to its rules governing conflicts of laws. Executive agrees that in any suit to enforce this Agreement, or as to any dispute that arises between the Company and the Executive regarding or relating to this Agreement and/or any aspect of Executive's employment relationship with Company, venue and jurisdiction are proper in the County of St. Louis, and (if federal jurisdiction exists) the United States District Court for the Eastern Division of Missouri in St. Louis, and Executive waives all objections to jurisdiction and venue in any such forum and any defense that such forum is not the most convenient forum.


33. **Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.

34. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Charter Communications, Inc.

By: 
Name: Adam T. Craddock
Title: VP, Corporate Benefits

EXECUTIVE



Name: STEVE APODACA
Address: 6399 S. Fiddlers Green Cir
Greenwood Village, CO 80111

EXHIBIT A

GRANT SUMMARY REPORT

As of December 9, 2008

Steven E. Apodaca

Grant Date	Grant Type	Grant Price	Granted	Cancelled	Exercised	Outstanding	Vested	Outstanding Exercisable
1/27/2004	PU	\$0.0000	10,000	10,000	0	0	0	0
3/25/2005	NQO	\$1.5250	18,900	0	4,725	14,175	14,175	9,450
3/25/2005	PU	\$0.0000	10,800	1,485	9,315	0	9,315	0
8/23/2005	NQO	\$1.1570	2,700	0	675	2,025	2,025	1,350
3/10/2006	NQO	\$1.0000	6,078	0	0	6,078	3,039	3,039
3/10/2006	PU	\$0.0000	14,180	0	0	14,180	0	0
12/29/2006	PU	\$0.0000	38,500	0	0	38,500	0	0
12/29/2006	NQO	\$3.0650	16,500	0	0	16,500	4,125	4,125
3/9/2007	NQO	\$2.8350	11,583	0	0	11,583	2,895	2,895
3/9/2007	PU	\$0.0000	27,052	0	0	27,052	0	0
12/11/2007	NQO	\$1.3150	3,750	0	0	3,750	0	0
12/11/2007	PU	\$0.0000	11,250	0	0	11,250	0	0
10/28/2003	NQO	\$4.2950	40,000	0	0	40,000	40,000	40,000
1/27/2004	NQO	\$5.1700	17,500	0	0	17,500	17,500	17,500
3/10/2006	PU	\$0.0000	8,508	0	0	8,508	0	0
3/9/2007	PU	\$0.0000	11,362	0	0	11,362	0	0
3/18/2008	RES	\$0.0000	36,630	0	0	36,630	0	0
3/18/2008	PU	\$0.0000	43,080	0	0	43,080	0	0
3/18/2008	PC	\$0.0000	29,670	0	0	29,670	0	0
			358,043	11,485	14,715	331,843	93,074	78,359

EXHIBIT B

TOP TALENT RETENTION PLAN

Steve E. Apodaca

Plan Award: \$ 194,250 – *100% of base salary as of April 15, 2006 or hire date*

Vesting Date	4/15/2008	4/15/2010
% of Plan Award	40%	60%
Payout	\$77,700	\$116,550

AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amendment to the Amended and Restated Employment Agreement is entered into on March ___, 2008 (the "Effective Date") by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "Company"), and Joshua L. Jamison, an adult resident of Connecticut (the "Executive").

WHEREAS, the Company and the Executive entered into a Amended and Restated Employment Agreement effective August 1, 2007 (the "Agreement");

WHEREAS, the Company and the Executive desire to amend the Agreement as set forth herein;


NOW, THEREFORE, intending to be legally bound and in consideration of the covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree that the Agreement shall be amended as follows:

In Section 6 of the Agreement, the Executive's eligibility to receive a Target Bonus of "up to 50%" of Annual Base Salary is hereby revised to state "up to 65%" of Annual Base Salary.

The Company and the Executive agree that all other provisions of the Agreement (including the remainder of Section 6) shall remain in full force and effect until expiration or earlier termination upon the terms therein.

IN WITNESS WHEREOF, the Company and the Executive have each caused this Amendment to Restated and Amended Employment Agreement to be duly executed on its behalf as of the date first above written.

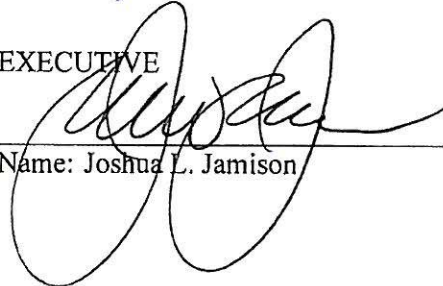
CHARTER COMMUNICATIONS, INC.

By:  _____

Name: Lynn F. Roman

Title: SVP, Human Resources

EXECUTIVE


Name: Joshua L. Jamison

AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amendment to the Amended and Restated Employment Agreement is entered into on March __, 2008 (the "Effective Date") by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "Company"), and Joseph R. Stackhouse, an adult resident of Illinois (the "Executive").

WHEREAS, the Company and the Executive entered into a Amended and Restated Employment Agreement effective August 1, 2007 (the "Agreement");

WHEREAS, the Company and the Executive desire to amend the Agreement as set forth herein;


NOW, THEREFORE, intending to be legally bound and in consideration of the covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree that the Agreement shall be amended as follows:

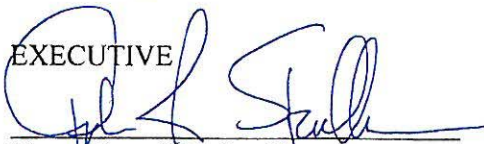
In Section 6 of the Agreement, the Executive's eligibility to receive a Target Bonus of "up to 50%" of Annual Base Salary is hereby revised to state "up to 65%" of Annual Base Salary.

The Company and the Executive agree that all other provisions of the Agreement (including the remainder of Section 6) shall remain in full force and effect until expiration or earlier termination upon the terms therein.

IN WITNESS WHEREOF, the Company and the Executive have each caused this Amendment to Restated and Amended Employment Agreement to be duly executed on its behalf as of the date first above written.

CHARTER COMMUNICATIONS, INC.

By: 
Name: Lynne F. Ramsey
Title: SVP, Human Resources

EXECUTIVE 
Name: Joseph R. Stackhouse

AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amendment to the Amended and Restated Employment Agreement is entered into on March __, 2008 (the "Effective Date") by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "Company"), and Marwan Fawaz, an adult resident of Colorado (the "Executive").

WHEREAS, the Company and the Executive entered into a Amended and Restated Employment Agreement effective August 1, 2007 (the "Agreement");

WHEREAS, the Company and the Executive desire to amend the Agreement as set forth herein;


NOW, THEREFORE, intending to be legally bound and in consideration of the covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Company and the Executive agree that the Agreement shall be amended as follows:

In Section 6 of the Agreement, the Executive's eligibility to receive a Target Bonus of "up to 70%" of Annual Base Salary is hereby revised to state "up to 75%" of Annual Base Salary.

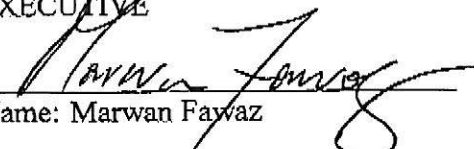
The Company and the Executive agree that all other provisions of the Agreement (including the remainder of Section 6) shall remain in full force and effect until expiration or earlier termination upon the terms therein.

IN WITNESS WHEREOF, the Company and the Executive have each caused this Amendment to Restated and Amended Employment Agreement to be duly executed on its behalf as of the date first above written.

CHARTER COMMUNICATIONS, INC.

By: 
Name: Lynn F. Ramsey
Title: SVP, Human Resources

EXECUTIVE


Name: Marwan Fayaz

**SEPARATION AGREEMENT AND RELEASE
FOR JEFFREY T. FISHER**

This Separation Agreement and Release (this "Agreement") is entered into between Charter Communications, Inc. (the "Company" or "Charter") and me, Jeffrey T. Fisher, as a condition to my receiving payments pursuant to my Employment Agreement with Charter dated August 1, 2007 (the "Employment Agreement") in connection with the termination of my employment with Charter as of April 4, 2008 (the "Termination Date"). The Company and I hereby agree as follows:

(a) Payments And Benefits Payable Per The Employment Agreement: Provided I am not terminated for breach of the terms of this agreement or of my Employment Agreement prior thereto, I shall remain employed by Charter pursuant to the terms of my Employment Agreement through the Termination Date, I shall receive salary at my current annual rate of \$515,000 in bi-weekly installments as such installments are normally paid to senior executives (with all salary installments due but not paid prior to my execution of this Agreement to be paid on the first payday after all conditions in Section 15(g) of the Employment Agreement are satisfied); I shall continue to receive all benefits, without interruption, including, without limitation, health insurance; and I shall continue to participate in all medical and child care flex spending accounts I have previously selected, all through the Termination Date. In addition, in exchange for my execution and delivery of this Agreement, specifically including the effectiveness of the release set forth in section "b" hereof (and the failure to revoke same within seven (7) days after I sign and deliver it), the Company will provide me with the following payments and benefits in satisfaction of the requirements of Section 15(b) of the Employment Agreement and any other claim I may hold against Charter or its employees:

- (i) The base salary that would have been paid to me, calculated at the current annual rate of \$515,000 per annum plus target bonus, from the date my employment is terminated through April 4, 2010 (the "Separation Term"); provided that the total of all such payments shall not exceed, in the aggregate, the gross amount of \$1,751,000. Subject to the provisions of Section 15(g) of the Employment Agreement, this amount (the "Separation Payment") will be paid over the Separation Term in equal bi-weekly installments on the Company's regular pay days for executives, commencing with the first payday after all conditions in Section 15(g) of the Employment Agreement are satisfied; provided that, in order to avoid the tax consequences of Section 409A of the Internal Revenue Code of 1986 (the "Code"), the first payment shall cover all payments scheduled to be made to me in the bi-weekly payments that would have been made to me for the period (the "Initial Payment Period") beginning on April 5, 2008 and ending on the six (6) month anniversary of the date I have a separation from service for purposes of Code Section 409A, and the first such payment shall be delayed until the day after the end of the Initial Payment Period; and provided further that if a Change of Control (as defined within Section 1(f) of the Employment Agreement) occurs during the twenty-four (24) month Separation Term the Company shall immediately pay upon any such Change in Control all amounts remaining payable to me as part of the Separation Payment in the form of a lump sum payment;

- (ii) A lump sum payment (net after deduction of taxes and other required withholdings) equal to (a) twenty-four (24) times the monthly cost, at the time my employment is terminated, for me to receive under COBRA the paid coverage for health, dental and vision benefits then being provided for me and my family at the Company's cost at the time my employment is terminated and (b) ten (10) days salary in lieu of a full thirty-day notice of termination per Section 14(b) of the Employment Agreement, This amount will be paid on the day after the last day of the Initial Payment Period, and will not take into account future increases in costs during the applicable time period;
- (iii) To the extent authorized and permitted by the terms of the applicable plan, any stock options previously awarded to me will continue to vest, any restricted stock previously awarded to me shall have their restrictions lapse and any performance shares shall continue to vest, as called for under such plan for the Separation Term, in accordance with the schedule attached hereto as Schedule A. This Separation Term qualifies, in the case of a payment under Section 15(b) of the Employment Agreement, as the period of time during which I am receiving severance for purposes of Section 5.4 of the Charter Communications, Inc 2001 Stock Incentive Plan, as amended, and any applicable stock option, restricted stock agreement or performance unit/share agreement signed pursuant to a grant under such plan (and the payment specified in Section 15(b) of the Employment Agreement qualifies as "severance" for purposes of Section 5.4 of the Charter Communications, Inc. 2001 Stock Incentive Plan). Notwithstanding the foregoing, no stock option shall remain exercisable beyond the latest date on which the term of the stock option could be extended without causing the stock option to be treated as deferred compensation subject to Section 409A of the Internal Revenue Code; and
- (iv) The full cost of up to twelve (12) months, to the extent necessary, of executive-level out-placement services that provides, as part of the outplacement services, the use of an office and secretarial support as near as reasonably practicable to my residence.

These payments and benefits will be paid and/or provided as and when called for by the Employment Agreement after all conditions to the effectiveness of this Agreement and the releases called for by this Agreement have been satisfied. The right to retain the same shall be subject to compliance with this Agreement and the terms of the Employment Agreement. In the event I die before all payments and amounts due to me hereunder are paid, any remaining payments will be made to my spouse, if she survives me and, if not, then to my estate.

I acknowledge I have received my wages per the terms of my Employment Agreement for all time worked through and ending April 4, 2008, and I will receive a cash payout of 12.22 hours of accrued and unused vacation calculated as of April 4, 2008 at my rate of base salary in effect as of April 4, 2008.

Complete Release: I hereby understand and agree to the termination of all offices, directorships, manager positions and other similar offices I hold with Charter or any of its subsidiaries or related or affiliated corporations, limited liability companies and partnerships and all employment by Charter effective the close of business on April 4, 2008. In consideration for the payments I am to receive hereunder, I unconditionally and irrevocably release, waive and give up any and all known and unknown claims, lawsuits and causes of action, if any, that I now may have or hold against Charter, its current and former parents, plans, subsidiaries, and related or affiliated corporations, ventures, limited liability companies and partnerships, and their respective current and former employees, directors, fiduciaries, administrators, insurers, members, managers, partners, and agents and related parties, in any way arising out of, in connection with or based upon (i) any event or fact that has occurred prior to the date I sign this Agreement, (ii) my employment with Charter and/or any of its subsidiaries or affiliates to date and any event or occurrence occurring during such employment, (iii) the termination of my employment, (iv) any breach of the Employment Agreement, (v) any claim to payment under or from Charter's 2005 Executive Cash Award Plan or for salary, bonus, stock options or restricted shares other than as specifically granted pursuant to this Agreement; or (vi) any decision, promise, agreement, statement, policy, practice, act or conduct prior to this date of or by any person or entity I am releasing, and from any claims, lawsuits. I understand that this means that, subject to the limitations described below, I am releasing Charter and such other persons and entities from, and may not bring claims against any of them under (a) Title VII of the Civil Rights Act of 1964 or Sections 1981 and 1983 of the Civil Rights Act of 1866, which prohibit discrimination based on race, color, national origin, ancestry, religion, or sex; (b) the Age Discrimination in Employment Act, which prohibits discrimination based on age; (c) the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; (d) the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; (e) the WARN Act, which requires that advance notice be given of certain workforce reductions or the Missouri Human Rights Act, chapter 213, R.S. Mo; (f) the Employee Retirement Income Security Act, which among other things, protects employee benefits; (g) the Family and Medical Leave Act of 1993, which requires employers to provide leaves of absence under certain circumstances; (h) the Sarbanes-Oxley Act of 2002, which, among other things, provides Whistleblower protection; (i) any federal or state law, regulation, decision, or executive order prohibiting discrimination or retaliation or for breach of contract; (j) any of the laws of the State of Missouri or any political subdivision of such State; (k) any law prohibiting retaliation based on exercise of my rights under any law, providing whistleblowers protection, providing workers' compensation benefits, protecting union activity, mandating leaves of absence, prohibiting discrimination based on veteran status or military service, restricting an employer's right to terminate employees or otherwise regulating employment, enforcing express or implied employment contracts, requiring an employer to deal with employees fairly or in good faith, providing recourse for alleged wrongful discharge, tort, physical or personal injury, emotional distress, fraud, negligent or other misrepresentation, defamation, and similar or related claims, and any other law relating to salary, commission, compensation, benefits, and other matters. I specifically represent and agree that I have not been treated adversely on account of age, gender or other legally protected classification, nor have I otherwise been treated wrongfully in connection with my employment with the Company and/or any of its subsidiaries or affiliates and that I have no basis for a claim under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, or any applicable

law prohibiting employment or other discrimination or retaliation. I acknowledge that the Company relied on the representations and promises in this Agreement in agreeing to pay me the benefits described in subsection (a). I understand that I am releasing claims for events that have occurred prior to my signing this Agreement that I may not know about. This release does not include claims arising after the date I sign this Agreement, any claim under a stock option plan or award agreement, incentive stock plan, or the restricted stock award agreement based upon my service to and ending the date my employment terminates, any claim under a group health insurance plan in which I participate for claims accrued as of the date my employment terminated, a breach of the provisions of this Agreement (including but not limited to a breach of any obligation to provide me with the payments and benefits called for by Sections 15 (b) of the Employment Agreement, as specified in paragraph (a) above) and any pending claims for workers compensation that have already been filed or for on-the-job injuries that have already been reported, or any claim for indemnification by Charter for actions taken by me within the course and scope of my employment to the degree such actions are subject to indemnification under Charter's policies and practices.

Charter hereby states and acknowledges that, to the best current knowledge of its Chief Executive Officer, Chief Operating Officer and General Counsel, Charter has no claim against me for breach of my employment agreement or other claim of material liability.

(b) Promise Not to File Claims: I promise never to file, prosecute or pursue any lawsuit based on a claim purportedly released by this Agreement, or (absent court order) to assist others in filing or prosecuting similar claims against Charter. I understand and agree that nothing in this Agreement precludes me from filing a charge of discrimination under applicable federal or state law, although I have personally released such claims with regard to matters and facts occurring prior to this date. I specifically acknowledge and agree that I am not entitled to severance or any other benefits under the Charter Communications Special One-Time Severance Plan or other severance plan or contract, or to any payments following termination of my employment under or by reason of the Employment Agreement (other than the payments and benefits called for by Sections 15(b) of the Employment Agreement, as specified in paragraph (a) above), and that the payments and benefits described in this Agreement are in lieu of any severance or other benefits to which I may be entitled under such plan or any other policy, program, plan or agreement and satisfy and are in lieu of any payments to which I may be entitled under the Employment Agreement or any other such plan, policy, program or arrangement, and I specifically waive any rights I may have under that plan and any such agreement, if any.

(c) Non-admission of Liability: This Agreement is not an admission of fault, liability or wrongdoing by me or any released party, and should not be interpreted or construed as such I understand that all released parties specifically deny engaging in any liability or wrongdoing.

(d) Non-Disparagement: Neither Charter nor I will make any statement or announcement concerning my departure from Charter except as may be reviewed and approved by the other party in advance *provided* that both Charter and I may inform third parties that my employment will terminate or was terminated (as the case may be) through mutual agreement on April 4, 2008. During the balance of and subsequent to my employment with Charter and/or any of its subsidiaries or affiliates, I agree not to criticize, denigrate, disparage, or make any derogatory statements about the Company (including any subsidiaries, or affiliates), its business plans, policies and practices, or about any of its officers, employees or former officers or employees, to customers, competitors, suppliers, employees, former

employees, members of the public (including but not limited to in any internet publication, posting, message board or weblog), members of the media, or any other person, nor shall I take any action reasonably expected to harm or in any way adversely affect the reputation and goodwill of the Company. During the balance of and subsequent to my employment with Charter and/or any of its subsidiaries or affiliates, Charter agrees, for itself, its directors and executive employees not to criticize, denigrate, disparage, or make any derogatory statements about me to customers, competitors, suppliers, employees, former employees, members of the public (including but not limited to in any Internet publication, posting, message board or weblog), members of the media, or any other person, nor shall Charter, its directors, employees, or agents, take any action reasonably expected to harm or in any way adversely affect my reputation. Nothing in this paragraph shall prevent anyone from giving truthful testimony or information to law enforcement entities, administrative agencies or courts or in any other legal proceedings as required by law, including, but not limited to, assisting in an investigation or proceeding brought by any governmental or regulatory body or official related to alleged violations of any law relating to fraud or any rule or regulation of the Securities and Exchange Commission.

(e) Future Cooperation: I agree, at no cost to myself, to make myself reasonably available by telephone, e-mail or in person to meet and speak with representatives of Charter regarding events, omissions or other matters occurring during my employment with Charter of which I have personal knowledge or involvement that give rise or may give rise to a legal claim against Charter. I, at no out of pocket cost to myself, also shall reasonably cooperate with Charter in the defense of such claims, provided that, the requirement for such cooperation with Charter shall terminate seven years from the date of the identification of any such claim or claims. To the fullest extent possible, Charter shall schedule any telephone conferences or meetings with me for places near my residence and at times outside my normal work schedule and shall take all other reasonable measures to ensure that my schedule is disrupted to the least extent possible. To the fullest extent possible, Charter will seek to avoid having me travel to locations outside the metropolitan area within which I reside. If the Company requires me to travel outside the metropolitan area in the United States where I then reside to provide any testimony or otherwise provide any such assistance, then Charter will reimburse me for any reasonable, ordinary and necessary travel and lodging expenses incurred by me to do so, provided I submit all documentation required under Charter's standard travel expense reimbursement policies and as otherwise may be required to satisfy any requirements under applicable tax laws for Charter to deduct those expenses. I shall respond to requests by Charter for nominal assistance (such as occasional requests for factual recollections) at no charge but shall be compensated for my time and assistance providing more than nominal amounts of historical factual information or testimony at the rate of \$259 per hour; and shall be compensated for any expert testimony, including preparation time, at the rate of \$500 per hour. Nothing in this Agreement shall be construed or interpreted as requiring me to provide any testimony, sworn statement or declaration that is not complete and truthful.

(f) Confidential and Proprietary Information; Covenant Not To Compete: I reaffirm my obligations under and agree to remain bound by and to comply with the provisions of Sections 17, 18 and 19 of my Employment Agreement with Charter, and agree those provisions continue to apply to me, notwithstanding the termination of my employment, the reason for termination of employment, or any act, promise, decision, fact or conduct occurring prior to this date. The "Restricted Period" for purposes of Section 19 of my Employment Agreement shall start for all purposes on April 5, 2008 and shall end for (and solely for) the purposes of section 19(b) of the Employment Agreement on April 4, 2010. In addition, I reaffirm my obligations under and agree to remain bound by and to comply with any other

agreement or policy relating to confidential information, invention, non-solicitation, non competition, or similar matters to which I am now subject.

(g) Consideration of Agreement: The Company advised me to take this Agreement home, read it, and carefully consider all of its terms before signing it. The Company gave me, and I understand that I have, 21 days in which to consider this Agreement, sign it and return it to the Company. I waive any right I might have to additional time within which to consider this Agreement. I understand that I may discuss this Agreement with an attorney, at my own expense during this period I understand that I may revoke this Agreement within 7 days after I sign it by advising the Company orally or in writing within that seven (7) day time period of my intention to revoke this Agreement. I have carefully read this Agreement, I fully understand what it means, and I am entering into it voluntarily. I am receiving valuable consideration in exchange for my execution of this Agreement that I would not otherwise be entitled to receive, consisting of the benefits described in Paragraph (a) of this Agreement. If I revoke my acceptance of this Agreement within such 7 day time period, or if I fail to accept this Agreement within the 21 day time period, then Charter shall have no obligations under this Agreement, including but not limited to any obligation to pay or provide the payments specified in this Agreement or under the Employment Agreement

(h) Return of Property: I will return to the Company on or prior to the Termination Date all files, memoranda, documents, records, credit cards, keys, equipment (other than my Blackberry cell phone and laptop computer, although I understand that I will no longer be provided service for such equipment after my Termination Date), badges, vehicles, Confidential Information (as defined in the Employment Agreement) and any other property of the Company then in my possession or control as directed by the Company *provided that* I hereby represent and warrant that I have not, and agree that I will not, make any copies of company files residing my laptop or other computers accessible to me and shall return the laptop to the company prior to the Termination Date so that all company files and information can be removed from its memory prior to the Termination Date. I also will reveal to the Company at the Company's request all access codes to any computer or other program or equipment

(i) Choice of Law: This Agreement was drafted in Missouri, and the Company's Corporate offices are in Missouri. Therefore, this Agreement is to be governed by and interpreted according to the internal laws of the State of Missouri without reference to conflicts of law principles, and this Agreement shall be deemed to have been accepted and entered into in the State of Missouri

(j) Amendment, Miscellaneous: Neither this Agreement nor any of its terms may be amended, changed, waived or added to except in a writing signed by both parties. The Company has made no representations or promises to me to sign this Agreement, other than those in or referred to by this Agreement. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable

Remainder Of Page Intentionally Left Blank

This Agreement was presented to me on March 14, 2008. I have read it and carefully consider all of its provisions before signing it I have had in excess of 21 days in which to consider it, sign it and return it to Lynne Ramsey This agreement will not become effective until it has been executed by the Company representative named below

I have carefully read this Agreement, I fully understand what it means, and I am entering into it voluntarily.

Presented By:

Name: Lynne F. Ramsey

Date Delivered: March 14, 2008

Employee:

Signature: [Signature]

Date Signed: 5-2-08

Printed Name : J. T. FISHER

Company:

Signature: Lynne F. Ramsey

Date Received: 5/8/08

Printed Name : Lynne F. Ramsey

Please Return to:

Lynne F. Ramsey
Senior Vice President, Human Resources
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131

Schedule A
Stock Options, Performance Shares and Restricted Shares

Grant Date	Plan ID	Grant Code	Option Price	Options Granted	Total Vested as of April 4, 2010	Total Exercisable as of June 3, 2010
01/20/2006	2001	NQSO	\$1.19	1,000,000	1,000,000	1,000,000
02/06/2006	2001	Restricted Stock	\$0.00	50,000	50,000	Only Applies to NQSO
03/10/2006	2001	NQSO	\$1.00	145,800	145,800	145,800
03/10/2006	2001	Performance Shares	\$0.00	83,700	83,700	Only Applies to NQSO
03/10/2006	2001	Performance Shares	\$0.00	50,220	50,220	Only Applies to NQSO
03/09/2007	2001	NQSO	\$2.84	57,300	42,975	42,975
03/09/2007	2001	Performance Shares	\$0.00	133,741	133,741	Only Applies to NQSO
08/01/2007	2001	Performance Shares	\$0.00	50,000	0	Only Applies to NQSO
08/01/2007	2001	Restricted Stock	\$0.00	50,000	33,333	Only Applies to NQSO

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "**Agreement**"), dated and effective the 1st day of July, 2008 (the "**Effective Date**") is made by and between CHARTER COMMUNICATIONS, INC., a Delaware corporation (the "**Company**"), and **Ted W. Schremp**, an adult resident of the state of Missouri (the "**Executive**").

RECITALS:

WHEREAS, the Executive and the Company have previously entered into that certain Employment Agreement dated August 1, 2007, amended on March 5, 2008 (the "**Old Employment Agreement**"), and the parties desire to amend and restate in its entirety the Old Employment Agreement;

WHEREAS, it is the desire of the Company to assure itself of the services of Executive by engaging Executive as its Executive Vice President and Chief Marketing Officer and the Executive desires to serve the Company on the terms herein provided;

WHEREAS, in connection with the entry into the Agreement, the Executive will be granted performance units and restricted shares of Class A Common Stock pursuant to the Company's 2001 Stock Incentive Plan, as amended as of the date hereof;

WHEREAS, Executive's agreement to the terms and conditions of Sections 17 and 19 are a material and essential condition of Executive's employment with the Company hereafter under the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

1. **Certain Definitions.**

(a) "Allen" shall mean Paul G. Allen (and his heirs or beneficiaries under his will(s), trusts or other instruments of testamentary disposition), and any entity or group over which Paul G. Allen has Control and that constitutes a Person as defined herein. For the purposes of this definition, "**Control**" means the power to direct the management and policies of an entity or to appoint or elect a majority of its governing board.

(b) "Annual Base Salary" shall have the meaning set forth in Section 5.

(c) "Board" shall mean the Board of Directors of the Company.

(d) "Bonus" shall have the meaning set forth in Section 6.

(e) The Company shall have "Cause" to terminate Executive's employment hereunder upon Executive's:

(i) Executive's breach of a material obligation (which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach) or representation under this Agreement or breach of any fiduciary duty to the Company which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach; or any act of fraud or knowing material misrepresentation or concealment upon, to or from the Company or the Board;

(ii) Executive's failure to adhere in any material respect to (i) the Company's Code of Conduct in effect from time to time and applicable to officers and/or employees generally, or (ii) any written Company policy, if such policy is material to the effective performance by Executive of the Executive's duties under this Agreement, and if Executive has been given a reasonable opportunity to cure this failure to comply within a period of time which is reasonable under the circumstances but not more than the thirty (30) day period after written notice of such failure is provided to Executive; *provided that* if Executive cures this failure to comply with such a policy and then fails again to comply with the same policy, no further opportunity to cure that failure shall be required;

(iii) Executive's misappropriation (or attempted misappropriation) of a material amount of the Company's funds or property;

(iv) Executive's conviction of, the entering of a guilty plea or plea of *nolo contendere* or no contest (or the equivalent), or entering into any pretrial diversion program or agreement or suspended imposition of sentence, with respect to either a felony or a crime that adversely affects or could reasonably be expected to adversely affect the Company or its business reputation; or the institution of criminal charges against Executive, which are not dismissed within sixty (60) days after institution, for fraud, embezzlement, any felony offense involving dishonesty or constituting a breach of trust or moral turpitude;

(v) Executive's admission of liability of, or finding of liability, for a knowing and deliberate violation of any "Securities Laws." As used herein, the term "Securities Laws" means any federal or state law, rule or regulation governing generally the issuance or exchange of securities, including without limitation the Securities Act of 1933, the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder;

(vi) conduct by Executive in connection with Executive's employment that constitutes gross neglect of any material duty or responsibility, willful misconduct, or recklessness which, if curable, is not cured within ten business (10) days after Executive receives written notice of such breach;

(vii) Executive's illegal possession or use of any controlled substance, or excessive use of alcohol at a work function, in connection with Executive's duties, or on Company premises; "excessive" meaning either repeated unprofessional use or any single event of consumption giving rise to significant intoxication or unprofessional behavior;

(viii) willful or grossly negligent commission of any other act or failure to act in connection with the Executive's duties as an executive of the Company which causes or reasonably may be expected (as of the time of such occurrence) to cause substantial economic injury to or substantial injury to the business reputation of the Company or any subsidiary or affiliate of the Company, including, without limitation, any material violation of the Foreign Corrupt Practices Act, as described herein below.

If Executive commits or is charged with committing any offense of the character or type specified in subparagraphs 1(e)(iv), (v) or (viii) above, then the Company at its option may suspend the Executive with or without pay. If the Executive subsequently is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any such offense (or any matter that gave rise to the suspension), the Executive shall immediately repay any compensation paid in cash hereunder from the date of the suspension. Notwithstanding anything to the contrary in any stock option or equity incentive plan or award agreement, all vesting and all lapsing of restrictions on restricted shares shall be tolled during the period of suspension and all unvested options and restricted shares for which the restrictions have not lapsed shall terminate and not be exercisable by or issued to Executive if during or after such suspension the Executive is convicted of, pleads guilty or *nolo contendere* (or equivalent plea) to, or enters into any type of suspended imposition of sentence or pretrial diversion program with respect to, any offense specified in subparagraphs 1(e)(iv), (v) or (viii) above or any matter that gave rise to the suspension.

(f) "Change of Control" shall be deemed to have occurred if:

(i) any Person is or becomes a "beneficial owner" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act), directly or indirectly, of securities representing the Applicable Percentage (as defined below) or more of the total voting power of all of the Company's then outstanding voting securities. For purposes of this Section 1(f), the term "Person" shall not include: (A) the Company or any of its subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its subsidiaries, or (C) an underwriter temporarily holding securities pursuant to an offering of said securities, or (D) Allen. For purposes of this Agreement, in the case of a recapitalization or other exchange involving the exchange of Company voting stock for the Company's debt, the group of debtholders that acquires such Company voting stock as the result of such recapitalization or exchange shall not be treated as a single Person solely by reason of such recapitalization or exchange; or

(ii) the occurrence of a merger, consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), in each case, unless following such Business Combination: (A) all or substantially all of the individuals and entities who were the "beneficial owners" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of the outstanding voting securities of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, securities representing more than fifty percent (50%) of the total voting power of the then outstanding voting securities of the entity resulting from such Business Combination (or such assets as the case may be) or the parent of such entity in substantially

the same proportionate ownership as in effect immediately prior to the Business Combination (the "Resulting Entity"); and (B) a majority of the members of the board of directors or other governing body of the Resulting Entity were members of the Board at the time of the execution of the initial agreement, or at the time of the action of the Board, providing for such Business Combination; or

(iii) the consummation of a plan of complete liquidation or dissolution of the Company; or

(iv) if and when Allen shall no longer have the power to appoint a majority of the Board, during any period of two (2) consecutive calendar years, individuals who either (A) at the beginning of such period are members of the Board ("Incumbent Directors"), or (B) whose election to the Board during such period is approved by a vote of the majority of those members of the Board who are Incumbent Directors at the time of such approval, whereupon such individual so approved shall be treated as an Incumbent Director with respect to future approvals, cease for any reason to constitute a majority of the Board.

Notwithstanding the foregoing subsections 1(f)(i) through (iii), a Change of Control shall not include any transaction or series of transactions, including any transactions described above if, following such transaction or transactions, (x) Allen has the largest percentage ownership of the voting securities in the Company or any successor or surviving corporation held by any Person (other than any Person that includes Allen), provided such percentage ownership is more than twenty-five percent or (y) Allen has the power to appoint a majority of the members of the Board of Directors.

For purposes of this definition, (A) at all times that Allen is or are the "beneficial owner(s)" (as determined for purposes of Regulation 13D-G, as currently in effect, of the Exchange Act) of securities representing in the aggregate at least fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means fifty percent (50%); and (B) at all times that Allen is or are the beneficial owner(s) of securities representing in the aggregate less than fifty percent (50%) of the total voting power of all of the Company's then outstanding voting securities, "Applicable Percentage" means any percentage that is more than the greater of (1) the percentage of the total voting power of all of the Company's then outstanding voting securities represented by securities beneficially owned by Allen or (2) twenty-five percent (25%).

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) "Committee" shall mean either the Compensation and Benefits Committee of the Board, or a Subcommittee of such Committee duly appointed by the Board or the Committee.

(i) "Company" shall have the meaning set forth in the preamble hereto.

(j) "Company Stock" shall mean the \$.10 par value common stock of the Company.

(k) "Date of Termination" shall mean (i) if Executive's employment is terminated by Executive's death, the date of Executive's death and (ii) if Executive's employment is terminated pursuant to Section 14(a)(ii) – (vi), the date of termination of employment, as defined in 409(A) regulations under the Code.

(l) For purposes of this Agreement, Executive will be deemed to have a "Disability" if, due to illness, injury or a physical or medically recognized mental condition, (a) Executive is unable to perform Executive's duties under this Agreement with reasonable accommodation for 120 consecutive days, or 180 days during any twelve month period, as determined in accordance with this Section, or (b) Executive is considered disabled for purposes of receiving / qualifying for long term disability benefits under any group long term disability insurance plan or policy offered by Company in which Executive participates. The Disability of Executive will be determined by a medical doctor selected by written agreement of Company and Executive upon the request of either party by notice to the other, or (in the case of and with respect to any applicable long term disability insurance policy or plan) will be determined according to the terms of the applicable long term disability insurance policy / plan. If Company and Executive cannot agree on the selection of a medical doctor, each of them will select a medical doctor and the two medical doctors will select a third medical doctor who will determine whether Executive has a Disability. The determination of the medical doctor selected under this Section will be binding on both parties. Executive must submit to a reasonable number of examinations by the medical doctor making the determination of Disability under this Section, and to other specialists designated by such medical doctor, and Executive hereby authorizes the disclosure and release to Company of such determination and all supporting medical records. If Executive is not legally competent, Executive's legal guardian or duly authorized attorney-in-fact will act in Executive's stead under this Section for the purposes of submitting Executive to the examinations, and providing the authorization of disclosure, required under this Section.

(m) "Executive" shall have the meaning set forth in the preamble hereto.

(n) "Good Reason" shall mean any of the events described herein that occur without Executive's prior written consent: (i) any reduction in Executive's Annual Base Salary, Target Bonus Percentage, or title except as permitted hereunder, (ii) any failure to pay Executive's compensation hereunder when due; (iii) any material breach by the Company of a term hereof; (iv) relocation of Executive's primary workplace to a location that is more than fifty (50) miles from the office where Executive is then assigned to work as Executive's principal office; (v) a transfer or reassignment to another executive of material responsibilities that have been assigned to Executive (and were not identified by the Company to be assigned only on an interim basis at the time of assignment or thereafter) and generally are part of the responsibilities and functions assigned to a Chief Marketing Officer of a public corporation or (vi) any change in reporting structure such that Executive no longer reports directly to the Chief Executive Officer (or equivalent position, if there is no Chief Executive Officer) (in each case "(i)" through "(vi)" only if Executive objects in writing within 30 days after being informed of such events and unless Company retracts and/or rectifies the claimed Good Reason within 30 days following Company's

receipt of timely written objection from Executive); (vii) if within six months after a Change of Control, Executive has not received an offer from the surviving company to continue in his or her position immediately prior to such Change of Control under at least the same terms and conditions (except that the value of equity-based compensation after such Change of Control need only be commensurate with the value of equity-based compensation given to executives with equivalent positions in the surviving company, if any) as set herein; (viii) the Company's decision not to renew this Agreement at the end of its term, or (ix) the failure of a successor to the business of the Company to assume the Company's obligations under this Agreement in the event of a Change of Control during its term.

(o) "Notice of Termination" shall have the meaning set forth in Section 14(b).

(p) "Options" shall have the meaning set forth in Section 7

(q) "Performance Unit" and "Performance Shares" shall have the meaning set forth in Section 9 hereof.

(r) "Person" shall have the meaning set forth in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934.

(s) "Plan" shall mean the 2001 Stock Incentive Plan as amended by the Company from time to time.

(s) "Restricted Shares" shall have the meaning set forth in Section 8.

(t) "Term" shall have the meaning set forth in Section 2.

(u) "Voluntary" and "Voluntarily" in connection with Executive's termination of employment shall mean a termination of employment resulting from the initiative of the Executive, excluding a termination of employment attributable to Executive's death or Disability. A resignation by Executive that is in response to a communicated intent by the Company to discharge Executive other than for Cause is not considered to be "Voluntary" and shall be considered to be a termination by the Company for the purposes of this Agreement.

2. **Employment Term.** The Company hereby employs the Executive, and the Executive hereby accepts his employment, under the terms and conditions hereof, for the period (the "Term") beginning on the Effective Date hereof and terminating upon the earlier of (i) July 31, 2010 (the "Initial Term") and (ii) the Date of Termination as defined in Section 1(k), and, if not terminated earlier, will be automatically renewed at the end of its Initial Term and on each anniversary thereafter for a period of one (1) year unless either party shall give written notice of cancellation to the other party not later than ninety (90) days prior to the end of the Initial Term or anniversaries thereof.

3. **Position and Duties.** Executive shall serve as Executive Vice President and Chief Marketing Officer reporting to the Chief Executive Officer, with such responsibilities, duties and authority as are customary for such role, including, but not limited to, overall management responsibility for sales and marketing in the Company. Executive shall devote all necessary

business time and attention, and employ Executive's reasonable best efforts, toward the fulfillment and execution of all assigned duties, and the satisfaction of defined annual and/or longer-term performance criteria.

4. **Place of Performance.** In connection with Executive's employment during the Term, Executive's initial primary workplace shall be the Company's offices in or near St. Louis, MO. except for necessary travel on the Company's business.

5. **Annual Base Salary.** During the Term, Executive shall receive a base salary at a rate not less than \$380,000 per annum (the "**Annual Base Salary**"), less standard deductions, paid in accordance with the Company's general payroll practices for executives, but no less frequently than monthly. The Annual Base Salary shall compensate Executive for any official position or directorship of a subsidiary or affiliate that Executive is asked to hold in the Company or its subsidiaries or affiliates as a part of Executive's employment responsibilities. No less frequently than annually during the Term, the Committee, on advice of the Company's Chief Executive Officer, shall review the rate of Annual Base Salary payable to Executive, and may, in its discretion, increase the rate of Annual Base Salary payable hereunder; *provided, however*, that any increased rate shall thereafter be the rate of "**Annual Base Salary**" hereunder.

6. **Bonus.** Except as otherwise provided for herein, for each fiscal year or other period consistent with the Company's then-applicable normal employment practices during which Executive is employed hereunder on the last day (the "**Bonus Year**"), Executive shall be eligible to receive a bonus (i) for 2008, in an amount up to 65% of Executive's Annual Base Salary from January 1, 2008 through June 30, 2008, and up to 75% of Executive's Annual Base Salary for the period from July 1, 2008 through December 31, 2008, and (ii) in an amount up to 75% of Executive's Annual Base Salary for fiscal years thereafter, (the "**Bonus**" and bonuses at such percentage of Annual Base Salary being the "**Target Bonus**") pursuant to, and as set forth in, the terms of the Executive Bonus Plan as such Plan may be amended from time to time, plus such other bonus payments, if any, as shall be determined by the Committee in its sole discretion, with such Bonus being paid on or before February 28 of the year next following the Bonus Year, or as soon as is administratively practicable thereafter (e.g., after the public disclosure of the Company's financial results for the prior year on SEC Form 10-K or on such replacement form as the SEC shall determine, for those years as the Company's securities are traded publicly, and the Company's annual financial results are reported to the shareholders, for those (if any) years as the Company's securities are not traded publicly).

7. **Stock Options.** The Company has previously granted to Executive options to purchase shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive additional options to purchase shares of Company Stock (all of such options, collectively, the "**Options**") pursuant to the terms of the Plan, any successor plan and an associated Stock Option Agreement.

8. **Restricted Shares.** The Company has previously granted to Executive Restricted Shares of Company Stock as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive Restricted Shares (collectively, the "**Restricted Shares**"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Restricted Shares Grant Letter.

9. **Performance Share Units.** The Company has previously granted to Executive Performance Share Units of which some have been converted into Performance Shares (which are not aggregated in the forgoing description of Restricted Shares) as set forth in Exhibit A hereto, and may, in the Committee's discretion, grant to Executive further Performance Share Units (collectively, the "Performance Units"), which shall be subject to restrictions on their sale as set forth in the Plan and an associated Performance Unit Grant Letter.

9A. **Performance Cash.** The Company has previously granted to Executive a Performance Cash award as set forth on Exhibit A pursuant to the 2008 Incentive Program, as defined therein, which shall be subject to the restrictions and conditions as set forth in the 2008 Incentive Program and an associated Performance Cash Grant Letter.

10. **Top Talent Retention Plan.** Executive is a participant in the Company's Top Talent Retention Plan with a Plan Award (as defined in such Plan) as set forth in Exhibit B.

11. **Benefits.** Executive shall be entitled to receive such benefits and to participate in such employee group benefit plans, including life, health and disability insurance policies, and financial planning services, and other perquisites and plans as are generally provided by the Company to its senior executives of comparable level and responsibility in accordance with the plans, practices and programs of the Company, as amended from time to time.

12. **Expenses.** The Company shall reimburse Executive for all reasonable and necessary expenses incurred by Executive in connection with the performance of Executive's duties as an employee of the Company in accordance with the Company's generally applicable policies and procedures. Such reimbursement is subject to the submission to the Company by Executive of appropriate documentation and/or vouchers in accordance with the customary procedures of the Company for expense reimbursement, as such procedures may be revised by the Company from time to time hereafter.

13. **Vacations.** Executive shall be entitled to paid vacation in accordance with the Company's vacation policy as in effect from time to time *provided that*, in no event shall Executive be entitled to less than three (3) weeks vacation per calendar year. Executive shall also be entitled to paid holidays and personal days in accordance with the Company's practice with respect to same as in effect from time to time.

14. **Termination.**

(a) Executive's employment hereunder may be terminated by the Company, on the one hand, or Executive, on the other hand, as applicable, without any breach of this Agreement, under the following circumstances:

(i) **Death.** Executive's employment hereunder shall automatically terminate upon Executive's death.

(ii) **Disability.** If Executive has incurred a Disability, the Company may give Executive written notice of its intention to terminate Executive's employment. In such

event, Executive's employment with the Company shall terminate effective on the 14th day after delivery of such notice to Executive, *provided that* within the 14 days after such delivery, Executive shall not have returned to full-time performance of Executive's duties. Executive may provide notice to the Company of Executive's resignation on account of a bona fide Disability at any time.

(iii) Cause. The Company may terminate Executive's employment hereunder for Cause effectively immediately upon delivery of notice to Executive, taking into account any procedural requirements set forth under Section 1(e) above.

(iv) Good Reason. Executive may terminate Executive's employment herein for Good Reason upon (i) satisfaction of any advance notice and other procedural requirements set forth under Section 1(n) above for any termination pursuant to Section 1(n)(i) through (vi) or (ii) at least 30 days' advance written notice by the Executive for any termination pursuant to Section 1(n)(vii) through (ix).

(v) Without Cause. The Company may terminate Executive's employment hereunder without Cause upon at least 30 days' advance written notice to the Executive.

(vi) Resignation Without Good Reason. Executive may resign Executive's employment without Good Reason upon at least fourteen (14) days' written notice to the Company.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 14 (other than pursuant to Sections 14(a)(i)) shall be communicated by a written notice (the "Notice of Termination") to the other party hereto, indicating the specific termination provision in this Agreement relied upon, setting forth in reasonable detail any facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and specifying a Date of Termination which notice shall be delivered within the applicable time periods set forth in subsections 14(a)(ii)-(vi) above (the "Notice Period"); *provided that* the Company may pay to Executive all Annual Base Salary, benefits and other rights due to Executive during such Notice Period instead of employing Executive during such Notice Period.

(c) Resignation from Representational Capacities. Executive hereby acknowledges and agrees that upon Executive's termination of employment with the Company for whatever reason, he shall be deemed to have, and shall have in fact, effectively resigned from all executive, director or other positions with the Company or its affiliates at the time of such termination of employment, and shall return all property owned by the Company and in Executive's possession, including all hardware, files and documents, at that time.

(d) Termination in Connection with Change in Control. If Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion,

such termination shall be deemed to have occurred immediately before such Change in Control for purposes of this Agreement and the Plan.

15. Termination Pay

(a) Effective upon the termination of Executive's employment, Company will be obligated to pay Executive (or, in the event of Executive's death, the Executive's designated beneficiary as defined below) only such compensation as is provided in this Section 15, except to the extent otherwise provided for in any Company stock incentive, stock option or cash award plan (including, among others, the Plan), approved by the Board. For purposes of this Section 15, Executive's designated beneficiary will be such individual beneficiary or trust, located at such address, as Executive may designate by notice to Company from time to time or, if Executive fails to give notice to Company of such a beneficiary, Executive's estate. Notwithstanding the preceding sentence, Company will have no duty, in any circumstances, to attempt to open an estate on behalf of Executive, to determine whether any beneficiary designated by Executive is alive or to ascertain the address of any such beneficiary, to determine the existence of any trust, to determine whether any person purporting to act as Executive's personal representative (or the trustee of a trust established by Executive) is duly authorized to act in that capacity, or to locate or attempt to locate any beneficiary, personal representative, or trustee.

(b) Termination by Executive for Good Reason or by Company without Cause. If prior to expiration of the Term, Executive terminates his or her employment for Good Reason, or if the Company terminates Executive's employment other than for Cause or Executive's death or Disability, Executive will be entitled to receive, subject to the conditions of this Agreement, the following:

(i) (A) all Annual Base Salary and Bonus duly payable under the applicable plan for performance periods ending prior to the Date of Termination, but unpaid as of the Date of Termination, plus (B) in consideration for Executive's obligations set forth in Section 19 hereof, an amount equal to two (2) times the Executive's then-current rate of Annual Base Salary and Target Bonus, which total sum shall be payable following the Date of Termination in fifty-two (52) equal bi-weekly installments in accordance with the Company's normal payroll practices *provided that*, if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) during such twenty-four (24) month period (and such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code), any amounts remaining payable to Executive hereunder shall be paid in a single lump sum immediately upon such Change of Control.

(ii) if Executive's employment is terminated by the Company without Cause either upon or within thirty days before or thirteen (13) months after a Change of Control, or prior to a Change in Control at the request of a prospective purchaser whose proposed purchase would constitute a Change in Control upon its completion, the Company shall treat as earned all unvested Performance Units for which the performance term has not expired as of such Change of Control at the rate calculated pursuant to the Plan and the

applicable Grant Letter, and shall immediately convert those Units into Restricted Shares and accelerate as of the Date of Termination the removal of restrictions on such shares.

(iii) all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the Date of Termination which are payable under and in accordance with this Agreement, which amount will be paid within thirty (30) days after the submission by Executive of properly completed reimbursement requests on the Company's standard forms;

(iv) a lump sum payment (net after deduction of taxes and other required withholdings) equal to twenty-four (24) times the monthly cost, at the time Executive's employment terminated, for Executive to receive under COBRA the paid coverage for health, dental and vision benefits then being provided for Executive at the Company's cost at the time Executive's employment terminated. This amount will be paid at the same time the payment is made under Section 15(b)(i) and will not take into account future increases in costs during the applicable time period; and

(v) notwithstanding anything to the contrary in any award agreement, Executive shall be deemed to be actively employed during the twenty-four (24) month period following termination of employment for purposes of vesting of all stock options, performance units and restricted stock; *provided that* if a Change of Control occurs (or is deemed pursuant to Sec. 14(d) hereof to have occurred after such termination) within such period, all remaining stock options that would have vested in the twenty-four (24) month period shall vest, and all remaining restricted stock and performance units whose restrictions would have lapsed in the twenty-four (24) month period shall have their restrictions lapse immediately upon such Change of Control; provided, however, that with respect to any equity-based compensation awards subject to Section 409A of the Code (as determined by independent tax counsel retained by the Company), vesting and/or the lapse of restrictions will only be accelerated if such Change of Control qualifies either as a "change in the ownership or effective control" of the Company or a "change in the ownership of a substantial portion of the assets" of the Company as such terms are defined under Section 409A of the Code, or the first subsequent time at which such distribution may be made in compliance with Section 409A of the Code; and

(vi) pay the cost of up to twelve (12) months, as required, of executive-level out-placement services (which provides as part of the outplacement the use of an office and secretarial support as near as reasonably practicable to Executive's residence).

provided, however, any of the benefits described in Section 15(b)(i) through (vi) that are due to be paid or awarded during the first six (6) months after the Date of Termination shall, to the extent required to avoid the tax consequences of Section 409A of the Code as determined by independent tax counsel, be suspended and paid after the six (6) month anniversary of Executive's Date of Termination.

(c) The Executive shall not be required to mitigate the amount of any payments provided in Section 15, by seeking other employment or otherwise, nor shall the amount of any

payment provided for in this Section 15 be reduced by any compensation earned by Executive as a result of employment by another company or business, or by profits earned by Employee from any other source at any time before or after the date of Termination, so long as Executive is not in breach of the Agreement.

(d) Termination by Executive without Good Reason or by Company for Cause. If prior to the expiration of the Term or thereafter, Executive Voluntarily terminates Executive's employment prior to expiration of the Term without Good Reason or if Company terminates this Agreement for Cause, Executive will be entitled to receive Executive's then-existing Annual Base Salary only through the date such termination is effective and will be reimbursed for all reasonable expenses Executive has incurred in the pursuit of Executive's duties under this Agreement through the date of termination which are payable under and in accordance with this Agreement; any unvested options and shares of restricted stock shall terminate as of the date of termination unless otherwise provided for in any applicable plan or award agreement; and Executive shall be entitled to no other compensation, bonus, payments or benefits except as expressly provided in this paragraph.

(e) Termination upon Disability or Death. If Executive's employment shall terminate by reason of Executive's Disability (pursuant to Section 14(a)(ii)) or death (pursuant to Section 14(a)(i)), the Company shall pay to Executive, in a lump sum cash payment as soon as practicable following the Date of Termination, all unpaid Annual Base Salary and Bonus previously earned for a performance period ending prior to the Date of Termination, but unpaid as of the Date of Termination, and the *pro rata* portion of their Bonus for such year (when and as paid to other senior executives of the Company) for the Performance Period in which the termination occurred. In the case of Disability, if there is a period of time during which Executive is not being paid Annual Base Salary and not receiving long-term disability insurance payments, the Company shall make interim payments equal to such unpaid disability insurance payments to Executive until commencement of disability insurance payments; *provided that*, to the extent required to avoid the tax consequences of Section 409A of the Code, as determined by independent tax counsel, the first payment shall cover all payments scheduled to be made to Executive during the first six (6) months after the date Executive's employment terminates, and the first such payment shall be delayed until the day that is six (6) months after the date Executive's employment terminates.

(f) Benefits. Except as otherwise required by law, Executive's accrual of, and participation in plans providing for, the Benefits will cease at the effective Date of the Termination of employment.

(g) Conditions To Payments. To be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b)(i) and 15(e), Executive must comply with the provisions of Sections 17, 18 and 19. In addition, to be eligible to receive (and continue to receive) and retain the payments and benefits described in Sections 15(b) and 15(e) Executive (or Executive's executor and personal representatives in case of death) must first execute and deliver to Company, and comply with, an agreement, in form and substance reasonably satisfactory to Company, effectively releasing and giving up all claims Executive may have against Company or any of its subsidiaries or affiliates (and each of their respective controlling

shareholders, employees, directors, officers, plans, fiduciaries, insurers and agents) arising out of or based upon any facts or conduct occurring prior to that date. The agreement will be prepared by Company, will be based upon the standard form (if any) then being utilized by Company for executive separations when severance is being paid, and will be provided to Executive at the time Executive's employment is terminated or as soon as administratively practicable thereafter (not to exceed five (5) business days). The agreement will require Executive to consult with Company representatives, and voluntarily appear as a witness for trial or deposition (and to prepare for any such testimony) in connection with, any claim which may be asserted by or against Company, any investigation or administrative proceeding, any matter relating to a franchise, or any business matter concerning Company or any of its transactions or operations. A copy of the standard form release being used by Company as of the date of this agreement for executive separations when severance is being paid is attached to this Agreement as Exhibit C. It is understood that the final document may not contain provisions specific to the release of a federal age discrimination claim if Executive is not at least forty (40) years of age, and may be changed as Company's chief legal counsel considers necessary and appropriate to enforce the same, including provisions to comply with changes in applicable laws and recent court decisions. Payments under and/or benefits provided by Section 15 will not be made unless and until Executive executes and delivers that agreement to Company within twenty-one (21) days after delivery of the document (or such lesser time as Company's chief legal counsel may specify in the document) and all conditions to the effectiveness of that agreement and the releases contemplated thereby have been satisfied (including without limitation the expiration of any applicable revocation period without revoking acceptance).

(h) Survival. The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued hereunder prior to such expiration, subject to the terms of any agreement containing a general release provided by Executive.

16. Excess Parachute Payment.

(a) Anything in this Agreement or the Plan to the contrary notwithstanding, to the extent that any payment, distribution or acceleration of vesting to or for the benefit of Executive by the Company (within the meaning of Section 280G of the Code and the regulations thereunder), whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments") is or will be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then the Total Payments shall be reduced (but not below zero) to the Safe Harbor Amount (as defined below) if and to the extent that a reduction in the Total Payments would result in Executive retaining a larger amount, on an after-tax basis (taking into account federal, state and local income and employment taxes and the Excise Tax), than if Executive received the entire amount of such Total Payments in accordance with their existing terms (taking into account federal, state, and local income and employment taxes and the Excise Tax). For purposes of this Agreement, the term "Safe Harbor Amount" means the largest portion of the Total Payments that would result in no portion of the Total Payments being subject to the Excise Tax. Unless Executive shall have given prior written notice specifying a different order to the Company to effectuate the foregoing, the Company shall reduce or eliminate the Total Payments, by first reducing or eliminating the portion of the Total Payments which are payable in cash and then by reducing or eliminating non-cash payments in such order as Executive shall

determine; provided that Executive may not so elect to the extent that, in the determination of the Determining Party (as defined herein), such election would cause Executive to be subject to the Excise Tax. Any notice given by Executive pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing Executive's rights and entitlements to any benefits or compensation.

(b) The determination of whether the Total Payments shall be reduced as provided in Section 16(a) and the amount of such reduction shall be made at the Company's expense by an accounting firm selected by Company from among the ten largest accounting firms in the United States or by qualified independent tax counsel (the "Determining Party"); *provided that* Executive shall be given advance notice of the Determining Party selected by the Company, and shall have the opportunity to reject to the selection, within two business days of being notified of the selection, on the basis of that Determining Party's having a conflict of interest or other reasonable basis, in which case the Company shall select an alternative auditing firm among the ten largest accounting firms in the United States or alternative independent qualified tax counsel, which shall become the Determining Party. Such Determining Party shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and Executive within ten (10) days of the termination of Executive's employment or at such other time mutually agreed by the Company and Executive. If the Determining Party determines that no Excise Tax is payable by Executive with respect to the Total Payments, it shall furnish Executive with an opinion reasonably acceptable to Executive that no Excise Tax will be imposed with respect to any such payments and, absent manifest error, such Determination shall be binding, final and conclusive upon the Company and Executive. If the Determining Party determines that an Excise Tax would be payable, the Company shall have the right to accept the Determination as to the extent of the reduction, if any, pursuant to Section 16(a), or to have such Determination reviewed by another accounting firm selected by the Company, at the Company's expense. If the two accounting firms do not agree, a third accounting firm shall be jointly chosen by the Executive Party and the Company, in which case the determination of such third accounting firm shall be binding, final and conclusive upon the Company and Executive.

(c) If, notwithstanding any reduction described in this Section 16, the IRS determines that Executive is liable for the Excise Tax as a result of the receipt of any of the Total Payments or otherwise, then Executive shall be obligated to pay back to the Company, within thirty (30) days after a final IRS determination or in the event that Executive challenges the final IRS determination, a final judicial determination, a portion of the Total Payments equal to the "Repayment Amount." The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Company so that Executive's net after-tax proceeds with respect to the Total Payments (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on the Payment) shall be maximized. The Repayment Amount shall be zero if a Repayment Amount of more than zero would not result in Executive's net after-tax proceeds with respect to the Total Payments being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, the Executive shall pay the Excise Tax.

(d) Notwithstanding any other provision of this Section 16, if (i) there is a reduction in the Total Payments as described in this Section 16, (ii) the IRS later determines that Executive is

liable for the Excise Tax, the payment of which would result in the maximization of Executive's net after-tax proceeds (calculated as if Executive's benefits had not previously been reduced), and (iii) Executive pays the Excise Tax, then the Company shall pay to Executive those payments or benefits which were reduced pursuant to this Section 16 as soon as administratively possible after Executive pays the Excise Tax so that Executive's net after-tax proceeds with respect to the Total Payments are maximized.

17. **Competition/Confidentiality.**

(a) **Acknowledgments by Executive.** Executive acknowledges that (a) during the Term and as a part of Executive's employment, Executive has been and will be afforded access to Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; (c) because Executive possesses substantial technical expertise and skill with respect to the Company's business, Company desires to obtain exclusive ownership of each invention by Executive while Executive is employed by the Company, and Company will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each such invention by Executive; and (d) the provisions of this Section 17 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and to provide Company with exclusive ownership of all inventions and works made or created by Executive.

(b) **Confidential Information.** (i) The Executive acknowledges that during the Term Executive will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Executive shall hold such Confidential Information in strictest confidence and never at any time, during or after Executive's employment terminates, directly or indirectly use for Executive's own benefit or otherwise (except in connection with the performance of any duties as an employee hereunder) any Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

(ii) As used in this Agreement, the term "**Confidential Information**" shall include, but not be limited to, any of the following information relating to Company learned by the Executive during the Term or as a result of Executive's employment with Company:

(A) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(B) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(C) any trade secret or confidential information of or concerning any business operation or business relationship;

(D) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software is used in combination or alone;

(E) information concerning Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information (including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(F) information concerning the Company's employees, officers, directors and shareholders; and

(G) any other trade secret or information of a confidential or proprietary nature.

(iii) Executive shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by Executive to be for the benefit of the Company, and will, at Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that Executive may at any time have within his possession or control that contain any Confidential Information.

(iv) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by Executive or which has become rightfully available to Executive on a non-confidential basis from any third party, the disclosure of which to Executive does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that Executive demonstrates was or became generally available to the public other than as a result of a disclosure by Executive or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

(v) Executive will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of Executive's duties at home or while traveling, or except as otherwise specifically authorized by Company) any Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). Executive recognizes that, as between Company and Executive, all of the Proprietary Items, whether or not developed by

Executive, are the exclusive property of the Company. Upon termination of Executive's employment by either party, or upon the request of Company during the Term, Executive will return to Company all of the Proprietary Items in Executive's possession or subject to Executive's control, including all equipment (e.g., laptop computers, cell phone, portable e-mail devices, etc.), documents, files and data, and Executive shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

18. Proprietary Developments.

(a) Any and all inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae (collectively, hereinafter referred to as "Developments"), made, conceived, developed, or created by Executive (alone or in conjunction with others, during regular work hours or otherwise) during Executive's employment, which may be directly or indirectly useful in, or relate to, the business conducted or to be conducted by the Company will be promptly disclosed by Executive to Company and shall be Company's exclusive property. The term "Developments" shall not be deemed to include inventions, products, discoveries, improvements, processes, methods, computer software programs, models, techniques, or formulae which were in the possession of Executive prior to the Term. Executive hereby transfers and assigns to Company all proprietary rights which Executive may have or acquire in any Developments and Executive waives any other special right which the Executive may have or accrue therein. Executive will execute any documents and to take any actions that may be required, in the reasonable determination of Company's counsel, to effect and confirm such assignment, transfer and waiver, to direct the issuance of patents, trademarks, or copyrights to Company with respect to such Developments as are to be Company's exclusive property or to vest in Company title to such Developments; provided, however, that the expense of securing any patent, trademark or copyright shall be borne by Company. The parties agree that Developments shall constitute Confidential Information.

(b) "Work Made for Hire." Any work performed by Executive during Executive's employment with Company shall be considered a "Work Made for Hire" as defined in the U.S. Copyright laws, and shall be owned by and for the express benefit of Company. In the event it should be established that such work does not qualify as a Work Made for Hire, Executive agrees to and does hereby assign to Company all of Executive's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.

19. Non-Competition and Non-Interference.

(a) Acknowledgments by Executive. Executive acknowledges and agrees that: (a) the services to be performed by Executive under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (b) the Company competes with other businesses that are or could be located in any part of the United States; and (c) the provisions of this Section 19 are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair Executive's ability to earn a living.

(b) Covenants of Executive. For purposes of this Section 19, the term "Restricted Period" shall mean the period commencing as of the date of this Agreement and terminating on the

second anniversary (or, in the case of Section 19(b)(i), the first anniversary), of the date Executive's employment terminated *provided that* the "Restricted Period" also shall encompass any period of time from whichever anniversary date is applicable until and ending on the last date Executive is to be paid any payment under Section 15 hereof. In consideration of the acknowledgments by Executive, and in consideration of the compensation and benefits to be paid or provided to Executive by Company, Executive covenants and agrees that during the Restricted Period, the Executive will not, directly or indirectly, for Executive's own benefit or for the benefit of any other person or entity other than the Company:

(i) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be employed by a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where Executive then lives or conducts such activities); perform any work as an employee, consultant (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company), contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where Executive then lives or conducts such activities); or directly or indirectly provide any services or advice to a any business, person or entity who or which is engaged in a Competitive Business (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where Executive has no direct role in such professional consultancy and maintains the confidentiality of all information acquired by Executive during his or her employment with the Company). A "Competitive Business" is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business; owns or operates a cable television system; provides direct television or any satellite-based, telephone system-based, internet based or wireless system for delivering television, music or other entertainment programming (other than as an ancillary service, such as cellular telephone providers); provides telephony services using any wired connection or fixed (as opposed to mobile) wireless application; provides data or internet access services; or offers, provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time Executive's employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section 19 shall not be construed or applied (i) so as to prohibit Executive from owning not more than five percent (5%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as Executive's investment is passive and Executive does not lend or provide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (ii) so as to prohibit Executive from working as an employee in the cable television business for a company/business that owns or operates cable television franchises (by way of current example only, Time Warner, Cablevision, Cox or Comcast), *provided that* the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services (other than nominal overlaps of service areas) and the company/business is otherwise not engaged in a Competitive Business, and

provided Executive does not otherwise violate the terms of this Agreement in connection with that work;

(ii) contact, solicit or provide any service to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during Executive's employment (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the time Executive's employment terminated); or directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchased by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(iii) solicit or recruit for employment, any person or persons who are employed by Company or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the date Executive's employment terminated, or otherwise interfere with the relationship between any such person and the Company; nor will the Executive assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees.

If Executive violates any covenant contained in this Section 19, then the term of the covenants in this Section shall be extended by the period of time Executive was in violation of the same.

(c) Provisions Pertaining to the Covenants. Executive recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section 19 shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time Executive's employment terminates. It is agreed that the Executive's services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Executive's breach of this Section, Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits hereunder. If any provision of Sections 17, 18 or 19 of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant Company the maximum restriction on Executive's activities permitted by applicable law in such circumstances. Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non existence of any other similar agreement for anyone else employed by Company or by Company's failure to exercise any of its rights under any such agreement.

(d) Notices. In order to preserve Company's rights under this Agreement, Company is authorized to advise any potential or future employer, any third party with whom Executive may become employed or enter into any business or contractual relationship with, and any third party whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and Company shall not be liable for doing so.

(e) Injunctive Relief and Additional Remedy. Executive acknowledges that the injury that would be suffered by Company as a result of a breach of the provisions of this Agreement (including any provision of Sections 17, 18 and 19) would be irreparable and that an award of monetary damages to Company for such a breach would be an inadequate remedy. Consequently, Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and Company will not be obligated to post bond or other security in seeking such relief. Without limiting Company's rights under this Section or any other remedies of Company, if Executive breaches any of the provisions of Sections 17, 18 or 19, Company will have the right to cease making any payments otherwise due to Executive under this Agreement.

(f) Covenants of Sections 17, 18 and 19 are Essential and Independent Covenants. The covenants by Executive in Sections 17, 18 and 19 are essential elements of this Agreement, and without Executive's agreement to comply with such covenants, Company would not have entered into this Agreement or employed Executive. Company and Executive have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by Company. Executive's covenants in Sections 17, 18 and 19 are independent covenants and the existence of any claim by Executive against Company, under this Agreement or otherwise, will not excuse Executive's breach of any covenant in Section 17, 18 or 19. If Executive's employment hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of Executive in Sections 17, 18 and 19. The Company's right to enforce the covenants in Sections 17, 18 and 19 shall not be adversely affected or limited by the Company's failure to have an agreement with another employee with provisions at least as restrictive as those contained in Sections 17, 18 or 19, or by the Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in Sections 17, 18 and 19 of this Agreement.

20. Executive's Representations And Further Agreements.

(a) Executive represents, warrants and covenants to Company that:

(i) Neither the execution and delivery of this Agreement by Executive nor the performance of any of Executive's duties hereunder in accordance with the Agreement will violate, conflict with or result in the breach of any order, judgment, employment contract, agreement not to compete or other agreement or arrangement to which Executive is a party or is subject;

(ii) On or prior to the date hereof, Executive has furnished to Company true and complete copies of all judgments, orders, written employment contracts, agreements not to

compete, and other agreements or arrangements restricting Executive's employment or business pursuits, that have current application to Executive;

(iii) Executive is knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, and that prior to assenting to the terms of this Agreement, or giving the representations and warranties herein, Executive has been given a reasonable time to review it and has consulted with counsel of Executive's choice; and

(iv) Executive has not provided, nor been requested by Company to provide, to Company, any confidential or non public document or information of a former employer that constitutes or contains any protected trade secret, and will not use any protected trade secrets in connection with the Executive's employment.

(b) During and subsequent to expiration of the Term, the Executive will cooperate with Company, and furnish any and all complete and truthful information, testimony or affidavits in connection with any matter that arose during the Executive's employment, that in any way relates to the business or operations of the Company or any of its parent or subsidiary corporations or affiliates, or of which the Executive may have any knowledge or involvement; and will consult with and provide information to Company and its representatives concerning such matters. Executive shall fully cooperate with Company in the protection and enforcement of any intellectual property rights that relate to services performed by Executive for Company, whether under the terms of this Agreement or prior to the execution of this Agreement. This shall include without limitation executing, acknowledging, and delivering to Company all documents or papers that may be necessary to enable Company to publish or protect such intellectual property rights. Subsequent to the Term, the parties will make their best efforts to have such cooperation performed at reasonable times and places and in a manner as not to unreasonably interfere with any other employment in which Executive may then be engaged. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony, sworn statement or declaration that is not complete and truthful. If Company requires the Executive to travel outside the metropolitan area in the United States where the Executive then resides to provide any testimony or otherwise provide any such assistance, then Company will reimburse the Executive for any reasonable, ordinary and necessary travel and lodging expenses incurred by Executive to do so provided the Executive submits all documentation required under Company's standard travel expense reimbursement policies and as otherwise may be required to satisfy any requirements under applicable tax laws for Company to deduct those expenses. Nothing in this Agreement shall be construed or interpreted as requiring the Executive to provide any testimony or affidavit that is not complete and truthful.

21. **Mutual Non-Disparagement.** Neither the Company nor Executive shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the business or legal community or in the telecommunications industry.

22. **Foreign Corrupt Practices Act.** Executive agrees to comply in all material respects with the applicable provisions of the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, which provides generally that: under no circumstances will foreign

officials, representatives, political parties or holders of public offices be offered, promised or paid any money, remuneration, things of value, or provided any other benefit, direct or indirect, in connection with obtaining or maintaining contracts or orders hereunder. When any representative, employee, agent, or other individual or organization associated with Executive is required to perform any obligation related to or in connection with this Agreement, the substance of this section shall be imposed upon such person and included in any agreement between Executive and any such person. Failure by Executive to comply with the provisions of the FCPA shall constitute a material breach of this Agreement and shall entitle the Company to terminate Executive's employment for Cause.

23. **Purchases and Sales of the Company's Securities.** Executive has read and agrees to comply in all respects with the Company's Policy Regarding the Purchase and Sale of the Company's Securities by Employees, as such Policy may be amended from time to time. Specifically, and without limitation, Executive agrees that Executive shall not purchase or sell stock in the Company at any time (a) that Executive possesses material non-public information about the Company or any of its businesses; and (b) during any "Trading Blackout Period" as may be determined by the Company as set forth in the Policy from time to time.

24. **Indemnification.** (a) If Executive is made a party or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter, a "Covered Person"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection therewith; *provided, however*, that, except as provided in Section 24(c) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board.

(b) The Corporation shall pay the expenses (including attorneys' fees) incurred by Executive in defending any such proceeding in advance of its final disposition (hereinafter, an "advancement of expenses"), *provided, however*, that, if the Delaware General Corporation Law so requires, an advancement of expenses incurred by Executive in his or her capacity as such shall be made only upon delivery to the Corporation of an undertaking (hereinafter, an "Undertaking"), by or on behalf of such Executive, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "Final Adjudication") that Executive was not entitled to be indemnified for such expenses under this Section 24 or otherwise. The rights to indemnification and to the advancement of expenses

conferred in Subsections 24(a) and (b) hereof shall be contract rights and such rights shall continue even after Executive ceases to be employed by the Company and shall inure to the benefit of Executive's heirs, executors and administrators.

(c) If a claim under Section 24(a) or (b) hereof is not paid in full by the Company within sixty (60) days after a written claim therefore has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, Executive may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If Executive is successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, Executive shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by Executive to enforce a right to indemnification hereunder (but not in a suit brought by Executive to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Company to recover an advancement of expenses pursuant to the terms of an Undertaking, the Company shall be entitled to recover such expenses upon a final adjudication that, Executive has not met the applicable standard for indemnification set forth in the Delaware General Corporation Law. To the fullest extent permitted by law, neither the failure of the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of Executive is proper in the circumstances because the Executive has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Company (including its disinterested directors, committee thereof, independent legal counsel or its stockholders) that Executive has not met such applicable standard of conduct, shall create a presumption that Executive has not met the applicable standard of conduct or, in the case of such a suit brought by Executive, be a defense to such suit. In any suit brought by Executive to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that Executive is not entitled to be indemnified, or to such advancement of expenses, under this Section 24 or otherwise shall, to the extent permitted by law, be on the Company.

(d) The rights to indemnification and to the advancement of expenses conferred in this Section 24 shall not be exclusive of any other right of indemnification which Executive or any other person may have or hereafter acquire by any statute, the Corporation's Certificate of Incorporation or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

(e) The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

25. **Withholding.** Anything to the contrary notwithstanding, all payments required to be made by Company hereunder to Executive or his estate or beneficiary shall be subject to the

withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to applicable law or regulation.

26. **Notices.** Any written notice required by this Agreement will be deemed provided and delivered to the intended recipient when (a) delivered in person by hand; or (b) three days after being sent via U.S. certified mail, return receipt requested; or (c) the day after being sent via overnight courier, in each case when such notice is properly addressed to the following address and with all postage and similar fees having been paid in advance:

If to the Company: Charter Communications, Inc.
Attn.: Human Resources
12405 Powerscourt Drive
St. Louis, MO 63131

If to Executive: 12405 Powerscourt Drive
St. Louis, MO 63131

Either party may change the address to which notices, requests, demands and other communications to such party shall be delivered personally or mailed by giving written notice to the other party in the manner described above.

27. **Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where applicable, assigns.

28. **Entire Agreement.** As of the Effective Date, the Employee and the Company hereby irrevocably agree that the Old Employment Agreement is hereby terminated in its entirety, and neither party thereto shall have any rights or obligations under the Old Employment Agreement, including but not limited to, in the case of the Employee, any right to any severance payment or benefit. This Agreement constitutes the entire agreement between the listed parties with respect to the subject matter described in this Agreement and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect to such subject matter, except to the extent said agreements, understandings and arrangements are referenced or referred to in this Agreement. This Agreement may not be modified, amended, altered or rescinded in any manner, except by written instrument signed by both of the parties hereto; provided, however, that the waiver by either party of a breach or compliance with any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or compliance. Except to the extent the terms hereof are explicitly and directly inconsistent with the terms of the Plan, nothing herein shall be deemed to override or replace the terms of the Plan, including but not limited to sections 6.4, 9.4 and 10.4 thereof.

29. **Severability.** In case any one or more of the provisions of this Agreement shall be held by any court of competent jurisdiction or any arbitrator selected in accordance with the terms hereof to be illegal, invalid or unenforceable in any respect, such provision shall have no force and effect, but such holding shall not affect the legality, validity or enforceability of any other

provision of this Agreement provided that the provisions held illegal, invalid or unenforceable does not reflect or manifest a fundamental benefit bargained for by a party hereto.

30. **Assignment.** Subject to the Executive's right to terminate in the event of a Change of Control hereunder, this Agreement can be assigned by the Company only to a company that controls, is controlled by, or is under common control with the Company and which assumes all of the Company's obligations hereunder. The duties and covenants of Executive under this Agreement, being personal, may not be assigned or delegated except that Executive may assign payments due hereunder to a trust established for the benefit of Executive's family or to Executive's estate or to any partnership or trust entered into by Executive and/or Executive's immediate family members (meaning, Executive's spouse and lineal descendants). This agreement shall be binding in all respects on permissible assignees.

31. **Notification.** In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any third party with whom Executive may become employed or enter into any business or contractual relationship with, or whom Executive may contact for any such purpose, of the existence of this Agreement and its terms, and the Company shall not be liable for doing so.

32. **Choice of Law/Jurisdiction.** This Agreement is deemed to be accepted and entered into in St. Louis County, Missouri. Executive and the Company intend and hereby acknowledge that jurisdiction over disputes with regard to this Agreement, and over all aspects of the relationship between the parties hereto, shall be governed by the laws of the State of Missouri without giving effect to its rules governing conflicts of laws. Executive agrees that in any suit to enforce this Agreement, or as to any dispute that arises between the Company and the Executive regarding or relating to this Agreement and/or any aspect of Executive's employment relationship with Company, venue and jurisdiction are proper in the County of St. Louis, and (if federal jurisdiction exists) the United States District Court for the Eastern Division of Missouri in St. Louis, and Executive waives all objections to jurisdiction and venue in any such forum and any defense that such forum is not the most convenient forum.

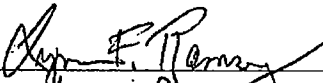
33. **Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.

34. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

Charter Communications, Inc.

By: 
Name: Lynn F. Rensen
Title: SVP, Human Resources

EXECUTIVE

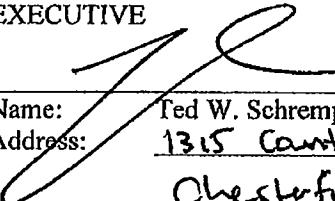

Name: Ted W. Schremp
Address: 1315 Countryside Forrest Ct.
Chesterfield MO 63005

Exhibit A
Grant Summary
Ted Schremp

Grant Date	Grant Type	Grant Price	LTIP Granted	LTIP Canceled	LTIP Exercised	LTIP Outstanding	Outstanding Exercisable	Expiration Date
8/23/2005	PU	0.00	13,500	1,857	11,643	0	0	8/23/2008
8/23/2005	NQ	1.16	30,240	0	7,560	22,680	7,560	8/23/2015
10/18/2005	PU	0.00	20,250	2,785	17,465	0	0	10/18/2008
10/18/2005	NQ	1.27	53,460	0	13,365	40,095	13,365	10/18/2015
3/10/2006	PU	0.00	72,585	0	0	72,585	0	3/10/2009
3/10/2006	PU	0.00	43,551	0	0	43,551	0	3/10/2009
3/10/2006	NQ	1.00	31,100	0	0	31,100	15,550	3/10/2016
3/9/2007	PU	0.00	72,585	0	0	72,585	0	3/9/2010
3/9/2007	PU	0.00	30,486	0	0	30,486	0	3/9/2017
3/9/2007	NQ	2.84	31,100	0	0	31,100	7,775	3/9/2017
8/1/2007	RES	0.00	92,500	0	0	92,500	0	8/1/2017
8/1/2007	PU	0.00	92,500	0	0	92,500	0	8/10/2010
8/1/2007	PU	0.00	38,850	0	0	38,850	0	8/1/2017
3/18/2008	RES	0.00	164,610	0	0	164,610	0	3/18/2018
3/18/2008	PU	0.00	193,650	0	0	193,650	0	3/18/2108
3/18/2008	PC	0.00	133,320	0	0	133,320	0	3/18/2108
7/1/2008	RES	0.00	30,864	0	0	30,864	0	7/1/2018
7/1/2008	PU	0.00	36,311	0	0	36,311	0	7/1/2108
7/1/2008	PC	0.00	33,333	0	0	33,333	0	7/1/2108

PU = Performance Units
RES = Restricted Shares

NQ = Non-Qualified Stock Options
PC = Performance Cash

Exhibit B

Top Talent Retention Plan

Ted Schremp

Plan Award	\$	253,000
<i>100% of base salary as of April 15, 2006 or hire date</i>		
Vesting date	4/1/2008	4/1/2010
% of Plan Award	40%	60%
Payout	\$101,200	\$151,800

CHARTER COMMUNICATIONS, INC.

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (this "Agreement") dated as of March 25, 2009, between Charter Communications, Inc., a Delaware corporation, and its direct and indirect subsidiaries (collectively, the "Company"), and Gregory L. Doody (the "Employee").

WITNESSETH

WHEREAS, the Company has, as of the Effective Date, filed a Chapter 11 reorganization proceeding;

WHEREAS, the Company desires to employ the Employee as the Chief Restructuring Officer and Senior Counsel of the Company to assist in such restructuring; and

WHEREAS, the Company and the Employee desire to enter into this Agreement as to the terms of the Employee's employment with the Company.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **POSITION AND DUTIES.** During the Employment Term (as defined in Section 2 hereof), the Employee shall serve as the Chief Restructuring Officer and Senior Counsel of the Company. In this capacity, the Employee shall work with other Company employees to evaluate and implement strategic and tactical options through the process of restructuring the Company's balance sheet or recapitalizing and shall have such other duties, authorities and responsibilities as the Chief Executive Officer shall designate from time to time that are not inconsistent with the Employee's position as Chief Restructuring Officer and Senior Counsel of the Company. The Employee shall report directly to the Chief Executive Officer.

2. **EMPLOYMENT TERM.** The Company agrees to employ the Employee pursuant to the terms of this Agreement until the earlier of (i) the date of this Agreement is terminated by either party upon not less than fifteen (15) days written notice and (ii) the effective date of the Company's Chapter 11 plan of reorganization (the "Emergence Date"). The period of time between the Effective Date and the termination of the Employee's employment hereunder shall be referred to herein as the "Employment Term."

3. **COMPENSATION.**

(a) **Base Salary.** The Company agrees to pay the Employee a base salary at a monthly rate of not less than Sixty Thousand Dollars (\$60,000) (the "Base Salary"), payable on the fifteenth (15th) day of each month that commences during the Employment Term.

(b) **Emergence Bonus.** The Company shall pay Employee, within fifteen (15) days following the Emergence Date, a bonus (the "Emergence Bonus") equal to (x) One and a Half Million Dollars (\$1,500,000) reduced by (y) the sum of (I) the aggregate amount of Base Salary

paid to Employee during the Employment Term; and (II) the aggregate amount of "Monthly Fees" paid to Dumaine Advisors LLC ("Dumaine") pursuant to the Consulting Agreement dated January 16, 2009 by and between the Company and Dumaine (the "Consulting Agreement") and (III) the \$75,000 retainer paid by the Company to Dumaine pursuant to the Consulting Agreement (the "Retainer"). Notwithstanding the foregoing, the Company's Chief Executive Officer may, in his sole and absolute discretion, reduce the Emergence Bonus to any amount, including to Zero Dollars (\$0.00), at any point prior to the Emergence Date; provided that the Employee shall not be required to repay any Base Salary, and Dumaine shall not be required to repay any Monthly Fees or the Retainer, previously received.

(c) Forfeiture of Consulting Agreement Benefits. Notwithstanding anything to the contrary set forth in the Consulting Agreement, the Employee and Dumaine each acknowledge and agree that the benefits provided to Employee hereunder shall supersede and replace, in their entirety, the payment of the Monthly Fee and the Restructuring Fee set forth in the Consulting Agreement; provided, however, that all other covenants, rights, duties and obligations of Dumaine and the Company under the Consulting Agreement shall remain in full force and effect.

4. **EMPLOYEE BENEFITS.**

(a) Benefit Plans. The Employee hereby waives any right to participate in all employee benefit plans that the Company has adopted or may adopt.

(b) Business Expenses. Upon presentation of appropriate documentation, the Employee shall be reimbursed for all: (i) reasonable documented charges and reasonable out-of-pocket expenses (including travel and lodging and communications charges, courier services and other appropriate third party expenditures, but not including meals or ground transportation except in connection with travel) and (ii) other reasonable fees and expenses associated with Employee's employment.

5. **CONSEQUENCES OF TERMINATION.**

(a) Accrued Benefits. In the event that the Employee's employment and the Employment Term ends, for any reason, the Employee shall be entitled to the following (with the amounts due under Sections 5(a)(i) through 5(a)(iii) hereof to be paid within ten (10) days following termination of employment, or such earlier date as may be required by applicable law):

- (i) any unpaid Base Salary through the date of termination;
- (ii) reimbursement for any unreimbursed business expenses incurred through the date of termination; and
- (iii) the Emergence Bonus (subject to any adjustment permitted thereto under Section 3(b)) at the time specified in Section 3(b).

(b) Resignation. Upon any termination of the Employee's employment with the Company, the Employee shall promptly resign from any position as an officer, director or fiduciary of any Company-related entity.

6. INDEMNIFICATION OF EMPLOYEE.

(a) Indemnification. The Company shall indemnify, hold harmless and defend Employee to the fullest extent authorized by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment). Without diminishing the scope of the indemnification provided by this Section, the rights of indemnification of Employee provided hereunder shall include but shall not be limited to those rights hereinafter set forth, except that no indemnification shall be paid to Employee:

(i) to the extent expressly prohibited by Delaware law or the By-laws of the Company;

(ii) for which payment is actually made to Employee under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, by-law or agreement of the Company or any other company or other enterprise where Employee is or was serving at the request of the Company, except in respect of any indemnity exceeding the payment under such insurance, clause, by-law or agreement; and

(iii) in connection with an action, suit or proceeding, or part thereof (including claims and counterclaims) initiated by Employee, except a judicial proceeding or arbitration pursuant to Section 6(i) to enforce rights under this Agreement, unless the action, suit or proceeding (or part thereof) was authorized or ratified by the Board of Directors of the Company.

(b) Action or Proceedings Other than an Action by or in the Right of the Company. Except as limited by Section 6(a), Employee shall be entitled to the indemnification rights provided in this Section if Employee was or is a party or threatened to be made a party to, or was or is otherwise involved in, any Proceeding (other than an action by or in the name of the Company) by reason of the fact that Employee is or was a director, officer, employee, agent or trustee of the Company or while a director, officer, employee, agent or trustee of the Company is or was serving at the request of the Company as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, or by reason of anything done or not done by Employee, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee, agent or trustee or in any other capacity while serving as a director, officer, employee, agent or trustee. Pursuant to this Section, Employee shall be indemnified against all expense, liability and loss (including judgments, fines, ERISA excise taxes or penalties, amounts paid in settlement by or on behalf of Employee, and Expenses) actually and reasonably incurred or suffered by Employee in connection with such Proceeding, if Employee met any applicable standard of conduct set forth in the General Corporation Law of the State of Delaware.

(c) Indemnity in Proceedings by or in the Name of the Company. Except as limited by Section 6(a), Employee shall be entitled to the indemnification rights provided in this Section if Employee was or is a party or is threatened to be made a party to, or was or is otherwise involved in, any Proceeding brought by or in the name of the Company to procure a judgment in

its favor by reason of the fact that Employee is or was a director, officer, employee, agent or trustee of the Company or while a director, officer, employee, agent or trustee of the Company is or was serving at the request of the Company as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, or by reason of anything done or not done by Employee, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee, agent or trustee or in any other capacity while serving as a director, officer, employee, agent or trustee. Pursuant to this Section, Employee shall be indemnified against all expense, liability and loss (including judgments, fines, ERISA excise taxes or penalties, amounts paid in settlement by or on behalf of Employee, and Expenses) actually and reasonably incurred or suffered by Employee in connection with such Proceeding if Employee met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware; *provided, however*, that no such indemnification shall be made in respect of any claim, issue, or matter as to which Delaware law expressly prohibits such indemnification by reason of any adjudication of liability of Employee to the Company, unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Employee is entitled to indemnification for such expense, liability and loss as such court shall deem proper.

(d) Indemnification for Costs, Charges and Expenses of Successful Party. Notwithstanding any limitations of Sections 6(b) and 6(c), to the extent that Employee has been successful, on the merits or otherwise, in whole or in part, in defense of any Proceeding, or in defense of any claim, issue or matter therein, including, without limitation, the dismissal of any action without prejudice, or if it is ultimately determined that Employee is otherwise entitled to be indemnified against Expenses, Employee shall be indemnified against all Expenses reasonably incurred or suffered by Employee in connection therewith.

(e) Partial Indemnification. If Employee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the expense, liability and loss (including judgments, fines, ERISA excise taxes or penalties, amounts paid in settlement by or on behalf of Employee, and Expenses) actually and reasonably incurred or suffered in connection with any Proceeding (including a Proceeding brought by or on behalf of the Company), but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify Employee for the portion of such expense, liability and loss actually and reasonably incurred or suffered to which Employee is entitled.

(f) Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the maximum extent permitted by applicable law, Employee shall be entitled to indemnification against all Expenses actually and reasonably incurred or suffered by Employee or on Employee's behalf if Employee appears as a witness or otherwise incurs legal expenses as a result of or related to Employee's service as a director or officer of or consultant to the Company, in any threatened, pending or completed legal, administrative, investigative or other proceeding or matter to which Employee neither is, nor is threatened to be made, a party.

(g) Determination of Entitlement to Indemnification. Indemnification shall be paid in full by the Company, not later than sixty (60) calendar days after receipt by the Company of a

written request for indemnification. Such request shall include documentation or information which is necessary for such determination and which is reasonably available to Employee. Any Expenses incurred by Employee in connection with a request for indemnification or payment of Expenses hereunder, under any other agreement, any provision of the Company's By-laws or any directors' and officers' liability insurance, shall be borne by the Company. The Company hereby indemnifies Employee for any such Expense and agrees to hold Employee harmless therefrom irrespective of the outcome of the determination of Employee's entitlement to indemnification.

(h) Presumptions and Effect of Certain Proceedings. Upon making such request for indemnification, Employee shall be presumed to be entitled to indemnification hereunder and the Company shall have the burden of proof in making any determination contrary to such presumption. If the person or persons so empowered to make such determination shall have failed to make the requested determination with respect to indemnification within sixty (60) calendar days after receipt by the Company of such request, a requisite determination of entitlement to indemnification shall be deemed to have been made and Employee shall be absolutely entitled to such indemnification, absent actual and material fraud in the request for indemnification. The termination of any Proceeding described in Sections 6(b) and 6(c) by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself: (i) create a presumption that Employee has not met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware; or (ii) otherwise adversely affect the rights of Employee to indemnification except as may be provided herein.

(i) Remedies of Employee in Cases of Determination Not to Indemnify or to Pay Expenses; Right to Bring Suit. In the event that payment has not been timely made following a request therefor or if Expenses have not been timely paid pursuant to Section 6(n), Employee may at any time thereafter bring suit against the Company in a court of competent jurisdiction in the State of Delaware for entitlement to such indemnification or payment. Alternatively, Employee at Employee's option may seek an award in an arbitration to be conducted by a single arbitrator pursuant to the rules of the American Arbitration Association, such award to be made within sixty (60) days following the filing of the demand for arbitration. The Company shall not oppose Employee's right to seek any such adjudication or award in arbitration or any other claim. In (i) any suit or arbitration brought by Employee to enforce a right to indemnification hereunder (but not in a suit or arbitration brought by Employee to enforce a right to an advancement of Expenses) it shall be a defense that, and (ii) any suit brought by the Company to recover an advancement of Expenses pursuant to the terms of an undertaking, the Company shall be entitled to recover such Expenses in the event of a final judicial decision from which there is no further right to appeal that, Employee has not met the applicable standard for indemnification set forth in the General Corporation Law of the State of Delaware. Neither the failure of the Company (including the Disinterested Directors, a committee of Disinterested Directors, Independent Counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of Employee is proper in the circumstances because Employee has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Company (including the Disinterested Directors, a committee of Disinterested Directors, Independent Counsel, or its stockholders) that Employee has not met such applicable standard of conduct shall create a presumption that Employee has not met the applicable standard of conduct or, in the case of such a suit brought by Employee, be a defense to such suit. If a determination is

made or deemed to have been made pursuant to the terms hereof that Employee is entitled to indemnification, the Company shall be bound by such determination and is precluded from asserting that such determination has not been made or that the procedure by which such determination was made is not valid, binding and enforceable. The Company further agrees to stipulate in any court or before any arbitrator pursuant to this Section 6(i) that the Company is bound by all the provisions of this Agreement and is precluded from making any assertions to the contrary. If the court or arbitrator shall determine that Employee is entitled to any indemnification or payment of Expenses hereunder, the Company shall pay all Expenses actually and reasonably incurred by Employee in connection with such adjudication or award in arbitration (including, but not limited to, any appellate Proceedings), and in any suit brought by the Company to recover an advancement of Expenses pursuant to the terms of an undertaking, the Company shall pay all Expenses actually and reasonably incurred by Employee in connection with such suit to the extent Employee has been successful, on the merits or otherwise, in whole or in part, in defense of such suit.

(j) Non-Exclusivity of Rights. The rights to indemnification and to the advancement of Expenses provided by this Agreement shall not be deemed exclusive of any other right which Employee may now or hereafter acquire under any law, agreement, vote of stockholders or Disinterested Directors, provisions of the Certificate of Incorporation or By-laws or otherwise.

(k) Expenses to Enforce Agreement. In the event that Employee is subject to or intervenes in any Proceeding in which the validity or enforceability of this Agreement is at issue or seeks an adjudication or award in arbitration to enforce Employee's rights under, or to recover damages for breach of, this Agreement, Employee, if Employee prevails in whole or in part in such action, shall be entitled to recover from the Company and shall be indemnified by the Company against any Expenses actually and reasonably incurred by Employee.

(l) Continuation of Indemnity. All agreements and obligations of the Company contained herein shall continue during the period Employee is a director, officer, employee or agent of the Company or is serving at the request of the Company as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, and shall continue thereafter with respect to any possible claims based on the fact that Employee was a director, officer, employee or agent of the Company or was serving at the request of the Company as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan. This Agreement shall be binding upon all successors and assigns of the Company (including any transferee of all or substantially all of its assets and any successor by merger or operation of law) and shall inure to the benefit of Employee's successors, assigns, heirs, executors and administrators.

(m) Notification and Defense of Claim. Promptly after receipt by Employee of notice of any Proceeding, Employee will, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Company in writing of the commencement thereof; but the omission so to notify the Company will not relieve it from any liability that it may have to Employee. Notwithstanding any other provision of this Agreement, with respect to any such Proceeding of which Employee notifies the Company:

(i) The Company shall be entitled to participate therein at its own expense;
and

(ii) Except as otherwise provided in this Section 6(m)(ii), to the extent that it may wish, the Company, jointly with any other indemnifying party similarly notified, shall be entitled to assume the defense thereof, with counsel satisfactory to Employee. After notice from the Company to Employee of its election so to assume the defense thereof, the Company shall not be liable to Employee under this Agreement for any expenses of counsel subsequently incurred by Employee in connection with the defense thereof except as otherwise provided below. Employee shall have the right to employ Employee's own counsel in such Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Employee unless (i) the employment of counsel by Employee has been authorized by the Company, (ii) Employee shall have reasonably concluded that there may be a conflict of interest between the Company and Employee in the conduct of the defense of such action or (iii) the Company shall not within sixty (60) calendar days of receipt of notice from Employee in fact have employed counsel to assume the defense of the action, in each of which cases the fees and expenses of Employee's counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which Employee shall have made the conclusion provided for in (ii) above; and

(iii) The Company shall not be liable to indemnify Employee under this Agreement for any amounts paid in settlement of any Proceeding effected without the Company's written consent, or for any judicial or arbitral award if the Company was not given an opportunity, in accordance with this paragraph m., to participate in the defense of such Proceeding. The Company shall not settle any Proceeding in any manner that would impose any penalty or limitation on or disclosure obligation with respect to Employee without Employee's written consent. Neither the Company nor Employee will unreasonably withhold his or its consent to any proposed settlement.

(n) Advancement of Expenses. All Expenses incurred by Employee in advance of the final disposition of any Proceeding shall be paid by the Company at the request of Employee, each such payment to be made within twenty calendar days after the receipt by the Company of a statement or statements from Employee requesting such payment or payments from time to time. Employee's entitlement to such Expenses shall include those incurred in connection with any Proceeding by Employee seeking a judgment in court or an adjudication or award in arbitration pursuant to this Agreement (including the enforcement of this provision). Such statement or statements shall: (i) reasonably evidence the expenses and costs incurred by Employee in connection therewith; and (ii) if the General Corporation Law of the State of Delaware requires, where the Expenses were incurred by Employee in Employee's capacity as a director, officer or consultant (and not in any other capacity in which service was or is rendered by Employee) shall include or be accompanied by an undertaking to repay all amounts so advanced if it shall ultimately be determined, by final judicial decision from which there is no further right to appeal, that Employee is not entitled to be indemnified for such Expenses by the Company as provided by this Agreement or otherwise. Employee's undertaking is not required to be secured.

(o) D&O Insurance. In addition, upon the Effective Date, the Company agrees that Employee will be covered under the Company's director and officer insurance programs to the same extent as other members of the Company's senior management team.

(p) Definitions. For purposes of this Section of the Agreement:

(i) "Disinterested Director" means a director of the Company who is not or was not a party to the Proceeding in respect of which indemnification is being sought by Employee.

(ii) "Expenses" includes, without limitation, expenses incurred in connection with the defense or settlement of any and all investigations, judicial or administrative proceedings or appeals, attorneys' fees, witness fees and expenses, fees and expenses of accountants and other advisors, retainers and disbursements and advances thereon, the premium, security for, and other costs relating to any bond (including cost bonds, appraisal bonds or their equivalents), and any expenses of establishing a right to indemnification or payment of Expenses under Sections 6(g), 6(i), or 6(k) above but shall not include the amount of judgments, fines, ERISA excise taxes or penalties actually levied against Employee or any amounts paid in settlement by or on behalf of Employee.

(iii) "Independent Counsel" means a law firm or a member of a law firm that neither is presently nor in the past five years has been retained to represent: (i) the Company or Employee in any matter material to either such party, or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Employee in an action to determine Employee's right to indemnification under this Agreement.

(iv) "Proceeding" means any action, suit, arbitration, alternative dispute mechanism, inquiry, administrative or legislative hearing, investigation or any other actual, threatened or completed proceeding, for which indemnification is not prohibited under Section 6(a), including any and all appeals, whether civil, criminal, administrative or investigative, to which Employee was or is made a party or is threatened to be made a party or is otherwise involved by reason of the fact that Employee is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan.

7. **CONFIDENTIALITY.**

(a) Acknowledgments by the Employee. The Employee acknowledges and agrees that (i) prior to and during the Employment Term, he has been and will be afforded access to Confidential Information (as defined below); (ii) public disclosure of such Confidential Information could have an adverse effect on the Company and its business; and (iii) the provisions of this Section are reasonable and necessary to prevent the improper use or disclosure of Confidential Information.

(b) Confidential Information.

(i) The Employee acknowledges and agrees that during the Employment Term, he will have access to and may obtain, develop, or learn of Confidential Information (as defined below) under and pursuant to a relationship of trust and confidence. The Employee agrees to hold such Confidential Information in strictest confidence and never at any time, during or after the Employment Term, directly or indirectly use for the Employee's separate benefit or otherwise (except in connection with the performance of any duties hereunder) any Confidential Information, or divulge, reveal, disclose or communicate any Confidential Information to any unauthorized person or entity in any manner whatsoever.

(ii) As used in this Agreement, the term "Confidential Information" shall include, but not be limited to, any of the following information relating to the Company learned by the Employee during the Employment Term or in connection with the retention of Dumaine by the Company:

(A) information regarding the Company's business proposals, manner of the Company's operations, and methods of selling or pricing any products or services;

(B) the identity of persons or entities actually conducting or considering conducting business with the Company, and any information in any form relating to such persons or entities and their relationship or dealings with the Company or its affiliates;

(C) any trade secret or confidential information of or concerning any business operation or business relationship;

(D) computer databases, software programs and information relating to the nature of the hardware or software and how said hardware or software is used in combination or alone;

(E) information concerning the Company personnel, confidential financial information, customer or customer prospect information, information concerning subscribers, subscriber and customer lists and data, methods and formulas for estimating costs and setting prices, engineering design standards, testing procedures, research results (such as marketing surveys, programming trials or product trials), cost data (such as billing, equipment and programming cost projection models), compensation information and models, business or marketing plans or strategies, deal or business terms, budgets, vendor names, programming operations, product names, information on proposed acquisitions or dispositions, actual performance compared to budgeted performance, long-range plans, internal financial information (including but not limited to financial and operating results for certain offices, divisions, departments, and key market areas that are not disclosed to the public in such form), results of internal analyses, computer programs and programming information, techniques and designs, and trade secrets;

(F) information concerning the Company's employees, officers, directors and shareholders; and

(G) any other trade secret or information of a confidential or proprietary nature.

(c) The Employee agrees that he shall not make or use any notes or memoranda relating to any Confidential Information except for uses reasonably expected by the Employee to be for the benefit of the Company, and will, at the Company's request, return each original and every copy of any and all notes, memoranda, correspondence, diagrams or other records, in written or other form, that the Employee may at any time have within his possession or control that contain any Confidential Information.

(d) Notwithstanding the foregoing, Confidential Information shall not include information which has come within the public domain through no fault of or action by the Employee or which has become rightfully available to the Employee on a non-confidential basis from any third party, the disclosure of which to the Employee does not violate any contractual or legal obligation such third party has to the Company or its affiliates with respect to such Confidential Information. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that the Employee demonstrates was or became generally available to the public other than as a result of a disclosure by the Employee or by any other person bound by a confidentiality obligation to the Company in respect of such Confidential Information.

(e) The Employee will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of the Employee's duties at home or while traveling, or except as otherwise specifically authorized by the Company) any the Company document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Proprietary Items"). The Employee recognizes that, as between the Company and the Employee, all of the Proprietary Items, whether or not developed by the Employee, are the exclusive property of the Company. Upon termination of the Employee's retention by either party, or upon the request of the Company during the Term, the Employee will return to the Company all of the Proprietary Items in the Employee's possession or subject to the Employee's control, including all equipment (e.g., laptop computers, cell phone, portable e-mail devices, etc.), documents, files and data, and the Employee shall not retain any copies, abstracts, sketches, or other physical embodiment of any such Proprietary Items.

8. NON-COMPETITION AND NON-INTERFERENCE.

(a) Acknowledgments by the Employee. The Employee acknowledges and agrees that: (i) the services to be performed by the Employee under this Agreement are of a special, unique, unusual, extraordinary, and intellectual character; (ii) the Company competes with other businesses that are or could be located in any part of the United States; and (iii) the provisions of this Section are reasonable and necessary to protect the Company's business and lawful protectable interests, and do not impair the ability of the Employee to earn a living.

(b) Covenants of the Employee. For purposes of this Section, the term "Restricted Period" shall mean the period commencing as of the Effective Date and terminating on the second anniversary (or, in the case of Section 8(b)(i) below, the first anniversary), of the end of

the Employment Term. In consideration of the acknowledgments by the Employee, and in consideration of the compensation and other consideration to be paid or provided to the Employee by the Company, the Employee covenants and agrees that during the Restricted Period, the Employee shall not, directly or indirectly, for the Employee's separate benefit or for the benefit of any other person or entity other than the Company:

(i) in the United States or any other country or territory where the Company then conducts its business: engage in, operate, finance, control or be employed by a "Competitive Business" (defined below); serve as an officer or director of a Competitive Business (regardless of where the Employee then resides or conducts such activities); perform any work as an employee, consultant (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where the Employee does not have a direct role in such professional consultancy and agree to maintain the confidentiality of all information acquired by the Employee during the Employment Term), contractor, or in any other capacity with, a Competitive Business; directly or indirectly invest or own any interest in a Competitive Business (regardless of where the Employee then resides or conducts such activities); or directly or indirectly provide any services or advice to a any business, person or entity who or which is engaged in a Competitive Business (other than as a member of a professional consultancy, law firm, accounting firm or similar professional enterprise that has been retained by the Competitive Business and where the Employee does not have a direct role in such professional consultancy and agree to maintain the confidentiality of all information acquired by the Employee during his engagement with the Company) (collectively, the "Restricted Activities"). Notwithstanding the foregoing, Restricted Activities shall not include restructuring or reorganization services. In other words, the Employee shall be entitled to provide restructuring and reorganization services, similar to the services he is providing to the Company during the Employment Term, even to a Competitive Business. A "Competitive Business" is any business, person or entity who or which, anywhere within that part of the United States, or that part of any other country or territory, where the Company conducts business; owns or operates a cable television system; provides direct television or any satellite-based, telephone system-based, internet based or wireless system for delivering television, music or other entertainment programming (other than as an ancillary service, such as cellular telephone providers); provides telephony services using any wired connection or fixed (as opposed to mobile) wireless application; provides data or internet access services; or offers, provides, markets or sells any service or product of a type that is offered or marketed by or directly competitive with a service or product offered or marketed by the Company at the time the Employee's employment terminates; or who or which in any case is preparing or planning to do so. The provisions of this Section shall not be construed or applied (i) so as to prohibit the Employee from owning not more than five percent (5%) of any class of securities that is publicly traded on any national or regional securities exchange, as long as the Employee's investment is passive and the Employee does not lend or provide any services or advice to such business or otherwise violate the terms of this Agreement in connection with such investment; or (ii) so as to prohibit the Employee from working in the cable television business for a company/business that owns or operates cable television franchises (by way of current example only, Time Warner, Cablevision, Cox or Comcast), *provided that* the company/business is not providing cable services in any political subdivision/ geographic area where the Company has a franchise or provides cable services (other than nominal overlaps of service areas) and the

company/business is otherwise not engaged in a Competitive Business, and provided the Employee does not otherwise violate the terms of this Agreement in connection with that work;

(ii) contact, solicit or provide any service to any person or entity that was a customer franchisee, or prospective customer of the Company at any time during the Employment Term (a prospective customer being one to whom the Company had made a business proposal within twelve (12) months prior to the end of the Employment Term); or directly solicit or encourage any customer, franchisee or subscriber of the Company to purchase any service or product of a type offered by or competitive with any product or service provided by the Company, or to reduce the amount or level of business purchased by such customer, franchisee or subscriber from the Company; or take away or procure for the benefit of any competitor of the Company, any business of a type provided by or competitive with a product or service offered by the Company; or

(iii) solicit or recruit for employment, any person or persons who are employed by the Company or any of its subsidiaries or affiliates, or who were so employed at any time within a period of six (6) months immediately prior to the end of the Employment Term, or otherwise interfere with the relationship between any such person and the Company; nor will the Employee assist anyone else in recruiting any such employee to work for another company or business or discuss with any such person his or her leaving the employ of the Company or engaging in a business activity in competition with the Company. This provision shall not apply to secretarial, clerical, custodial or maintenance employees.

(iv) If the Employee violates any covenant contained in this Section, then the term of the covenants in this Section shall be extended by the period of time the Employee was in violation of the same.

(c) Provisions Pertaining to the Covenants. The Employee recognizes that the existing business of the Company extends to various locations and areas throughout the United States and may extend hereafter to other countries and territories and agrees that the scope of Section shall extend to any part of the United States, and any other country or territory, where the Company operates or conducts business, or has concrete plans to do so at the time the Employment Term ends. It is agreed that the Employee's services hereunder are special, unique, unusual and extraordinary giving them peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages, and in the event of the Employee's breach of this Section, the Company shall be entitled to equitable relief by way of injunction or otherwise in addition to the cessation of payments and benefits hereunder. If any provision of this or the prior Section of this Agreement is deemed to be unenforceable by a court (whether because of the subject matter of the provision, the duration of a restriction, the geographic or other scope of a restriction or otherwise), that provision shall not be rendered void but the parties instead agree that the court shall amend and alter such provision to such lesser degree, time, scope, extent and/or territory as will grant the Company the maximum restriction on the Employee's activities permitted by applicable law in such circumstances. The Company's failure to exercise its rights to enforce the provisions of this Agreement shall not be affected by the existence or non-existence of any other similar agreement for anyone else employed by the Company or by the Company's failure to exercise any of its rights under any such agreement.

(d) Notices. In order to preserve the Company's rights under this Agreement, the Company is authorized to advise any potential or future third party with whom the Employee may enter into any business or contractual relationship with, and any third party whom the Employee may contact for any such purpose, of the existence of this Agreement and its terms, and the Company shall not be liable for doing so.

(e) Injunctive Relief and Additional Remedy. The Employee acknowledges and agrees that the injury that would be suffered by the Company as a result of a breach of the provisions of this Agreement (including any provision of this or the prior Section) would be irreparable and that an award of monetary damages to the Company for such a breach would be an inadequate remedy. Consequently, the Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and the Company will not be obligated to post bond or other security in seeking such relief. Without limiting the Company's rights under this Section or any other remedies of the Company, if the Employee breaches any of the provisions of this or the prior Section, the Company will have the right to cease making any payments otherwise due to the Employee under this Agreement.

(f) The covenants of this and the prior Section are essential and independent Covenants of this Agreement, and without the Employee's agreement to comply with such covenants, the Company would not have entered into this Agreement. The Company and the Employee have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by the Company. The Employee's covenants in this and the prior Sections are independent covenants and the existence of any claim by the Employee against the Company, under this Agreement or otherwise, will not excuse the Employee's breach of any covenant in such Sections. If the Employee's engagement hereunder is terminated, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of the Employee in this and the prior Section. The Company's right to enforce the covenants in this and the prior Section shall not be adversely affected or limited by the Company's failure to have an agreement with another party with provisions at least as restrictive as those contained in such Sections, or by the Company's failure or inability to enforce (or agreement not to enforce) in full the provisions of any other or similar agreement containing one or more restrictions of the type specified in such Sections.

9. NO ASSIGNMENTS. This Agreement is personal to each of the parties hereto. Except as provided in this Section 9 hereof, no party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto. The Company may assign this Agreement to any successor to all or substantially all of the business and/or assets of the Company, *provided* that the Company shall require such successor to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company and any successor to its business and/or assets, which assumes and agrees to perform the duties and obligations of the Company under this Agreement by operation of law or otherwise.

10. NOTICE. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile or electronic mail, (c) on the first business day following the date of deposit, if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Employee:

At the address (or to the facsimile number) shown
on the records of the Company

If to the Company:

Charter Communications, Inc.
Charter Plaza
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: General Counsel

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

11. SECTION HEADINGS; INCONSISTENCY. The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control.

12. SEVERABILITY. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

13. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

14. JURISDICTION, WAIVER OF JURY TRIAL. Any suit, action or proceeding with respect to this Agreement, or any judgment entered by any court of competent jurisdiction in respect of any thereof, shall be brought in any Court in the State of Missouri, and the Company and Employee shall submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment. The Company and Employee shall irrevocably waive any objections which he or it may have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any Court in the State of Missouri, and shall further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in any inconvenient forum. The

Company and Employee shall waive any right he or it may have to trial by jury in respect of any litigation based on, arising out of, under or in connection with this Agreement. This Agreement and all determinations made and actions taken pursuant hereto to the extent not otherwise governed by the Code or the securities laws of the United States, shall be governed by the law of the State of Delaware and construed accordingly.

15. MISCELLANEOUS. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Employee and such officer or director as may be designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement together with all exhibits hereto sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes any and all prior agreements or understandings between the Employee and the Company with respect to the subject matter hereof. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

16. REPRESENTATIONS. The Employee represents and warrants to the Company that (a) the Employee has the legal right to enter into this Agreement and to perform all of the obligations on the Employee's part to be performed hereunder in accordance with its terms, and (b) the Employee is not a party to any agreement or understanding, written or oral, and is not subject to any restriction, which, in either case, could prevent the Employee from entering into this Agreement or performing all of the Employee's duties and obligations hereunder.

17. TAX MATTERS.

(a) Withholding. The Company may withhold from any and all amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(b) Section 409A Compliance.

(i) The intent of the parties is that payments and benefits under this Agreement comply with Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Employee notifies the Company (with specificity as to the reason therefor) that the Employee believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Employee to incur any additional tax or interest under Code Section 409A and the Company concurs with such belief or the Company (without any obligation whatsoever to do so) independently makes such determination, the Company shall, after consulting with the Employee, reform such provision to try to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Code Section 409A. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good

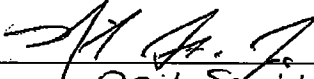
faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Employee and the Company of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Employee by Code Section 409A or any damages for failing to comply with Code Section 409A.

(ii) All expenses or other reimbursements under Sections 4(b), hereof shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Employee (provided that if any such reimbursements constitute taxable income to the Employee, such reimbursements shall be paid no later than March 15th of the calendar year following the calendar year in which the expenses to be reimbursed were incurred), and no such reimbursement or expenses eligible for reimbursement in any taxable year shall in any way affect the expenses eligible for reimbursement in any other taxable year.

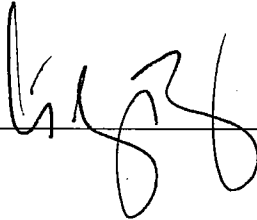
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

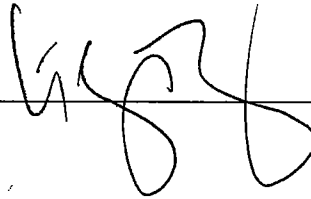
CHARTER COMMUNICATIONS, INC.

By: 
Name: Neil Spitt
Title: President & Chief Executive Officer

GREGORY L. DOODY



DUMAINE ADVISORS, LLC



REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this “Agreement”) is made as of _____, 2009 by and among Charter Communications, Inc., a Delaware corporation (the “Company”), and the parties identified as “Investors” on the signature page hereto and any parties identified on the signature page of any joinder agreements executed and delivered pursuant to Section 11 hereof (each, including the Investors, a “Holder” and, collectively, the “Holders”). Capitalized terms used but not otherwise defined herein are defined in Section 1 hereof.

RECITALS:

Whereas the Company proposes to issue the New Common Stock (as defined below) pursuant to, and upon the terms set forth in, the Plan of Reorganization of Charter Communications, Inc., Charter Investment, Inc. and the direct and indirect subsidiaries of Charter Communications, Inc. (the “Plan”) under chapter 11 of Title 11 of the United States Code. In accordance with the Plan, the Company agrees for the benefit of the Holders, as follows:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and each of the Holders hereby agree as follows:

1. Definitions.

“Affiliate” of any particular Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person.

“Agreement” has the meaning specified in the first paragraph hereof.

“Automatic Shelf Registration Statement” means an “automatic shelf registration statement” as defined in Rule 405 promulgated under the Securities Act.

“Board” means the board of directors of the Company.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by applicable law or executive order to close.

“Certification” has the meaning specified in Section 13(p).

“Commission” means the United States Securities and Exchange Commission or any successor governmental agency.

“Company” has the meaning specified in the first paragraph hereof.

“Company Notice” has the meaning specified in Section 2(c).

“control” (including the terms “controlling,” “controlled by” and “under common control with”) means, unless otherwise noted, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting shares, by contract, or otherwise.

“Counsel to the Holders” means, with respect to any Shelf Takedown, the counsel selected by the Holders of a majority of the Registrable Securities requested to be included in such Shelf Takedown.

“Demand Notice” has the meaning specified in Section 2(c).

“Determination Date” has the meaning specified in Section 2(g).

“Disclosure Package” means, with respect to any offering of securities, (i) the preliminary prospectus, (ii) each Free Writing Prospectus and (iii) all other information, in each case, that is deemed, under Rule 159 promulgated under the Securities Act, to have been conveyed to purchasers of securities at the time of sale of such securities (including a contract of sale).

“Effective Date” has the meaning assigned to such term in the Plan.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time.

“Exchange Agreement” means that certain Exchange Agreement, dated as of the Effective Date, entered into by and among the Company, Charter Communications Holding Company, LLC, Paul G. Allen and Charter Investment, Inc., as amended from time to time.

“Follow-On Registration Notice” has the meaning specified in Section 2(h)(i).

“Follow-On Shelf” has the meaning specified in Section 2(h)(i).

“Form S-1 Shelf” has the meaning specified in Section 2(a).

“Form S-3 Shelf” has the meaning specified in Section 2(a).

“Free Writing Prospectus” means any “free writing prospectus” as defined in Rule 405 promulgated under the Securities Act.

“Hedging Counterparty” means a broker-dealer registered under Section 15(b) of the Exchange Act or an Affiliate thereof.

“Hedging Transaction” means any transaction involving a security linked to the Registrable Securities or any security that would be deemed to be a “derivative security” (as defined in Rule 16a-1(c) promulgated under the Exchange Act) with respect to the Registrable Securities or any transaction (even if not a security) which would (were it a security) be

considered such a derivative security, or which transfers some or all of the economic risk of ownership of the Registrable Securities, including any forward contract, equity swap, put or call, put or call equivalent position, collar, non-recourse loan, sale of an exchangeable security or similar transaction. For the avoidance of doubt, the following transactions shall be deemed to be Hedging Transactions:

(i) transactions by a Holder in which a Hedging Counterparty engages in short sales of Registrable Securities pursuant to a prospectus and may use Registrable Securities to close out its short position;

(ii) transactions pursuant to which a Holder sells short Registrable Securities pursuant to a prospectus and delivers Registrable Securities to close out its short position;

(iii) transactions by a Holder in which the Holder delivers, in a transaction exempt from registration under the Securities Act, Registrable Securities to the Hedging Counterparty who will then publicly resell or otherwise transfer such Registrable Securities pursuant to a prospectus or an exemption from registration under the Securities Act; and

(iv) a loan or pledge of Registrable Securities to a Hedging Counterparty who may then become a selling stockholder and sell the loaned shares or, in an event of default in the case of a pledge, sell the pledged shares, in each case, in a public transaction pursuant to a prospectus.

“Holder” and “Holders” have the meanings give to those terms in the first paragraph hereof.

“Holder Free Writing Prospectus” means each Free Writing Prospectus prepared by or on behalf of the relevant Holder or used or referred to by such Holder in connection with the offering of Registrable Securities.

“Investors” has the meaning specified in the first paragraph hereof.

“Lock-Up Period” has the meaning specified in Section 4(a).

“Losses” has the meaning specified in Section 8(d).

“FINRA” means the Financial Industry Regulatory Authority.

“Membership Units” means limited liability company interests in Charter Communications Holding Company, LLC, a Delaware limited liability company or any successor entity thereto, issued under a Limited Liability Company Agreement as amended from time to time.

“NASDAQ” means the National Association of Securities Dealers Automated Quotation System.

“New Common Stock” means the shares of Class A Common Stock, par value \$.001 per share, of the Company issued on and after the Effective Date and any additional shares of such common stock paid, issued or distributed in respect of any such shares by way of a stock dividend, stock split or distribution, or in connection with a combination of shares, and any such security into which such New Common Stock shall have been converted or exchanged in connection with a recapitalization, reorganization, reclassification, merger, consolidation, exchange, distribution or otherwise.

“Other Holders” has the meaning specified in Section 3(c).

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency or political subdivision thereof or any other entity.

“Piggyback Takedown” has the meaning specified in Section 3(a).

“Plan” has the meaning specified in the Recitals.

“Prospectus” means the prospectus used in connection with a Registration Statement.

“Registrable Securities” means at any time any shares of New Common Stock (i) issued on or after the Effective Date to any Holder or (ii) held or “beneficially owned” (as such term is used in Rule 13d-3 and Rule 13d-5 promulgated under the Exchange Act, except that in calculating the beneficial ownership of any Holder, such Holder shall be deemed to have beneficial ownership of all securities that such Holder has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition), by any Holder, including, without limitation, any New Common Stock issued pursuant to the Plan or upon the conversion, exercise or exchange, as applicable, of any other securities and/or interests issued pursuant to the Plan, including, without limitation, shares of New Common Stock acquired in open market or other purchases after the Effective Date, and shares of New Common Stock issued or issuable upon (A) the conversion of shares of Class B Common Stock, par value \$.001 per share, of the Company, (B) the exchange of Membership Units pursuant to the Exchange Agreement, and (C) the exercise of the Warrants; provided, however, that as to any Registrable Securities, such securities shall cease to constitute Registrable Securities upon the earliest to occur of: (w) the date on which such securities are disposed of pursuant to an effective registration statement under the Securities Act; (x) the date on which such securities are disposed of pursuant to Rule 144 (or any successor provision) promulgated under the Securities Act; (y) with respect to the Registrable Securities of any Holder, any time that such Holder no longer holds or “beneficially owns” (as defined above) at least 1% of the outstanding New Common Stock; and (z) the date on which such securities cease to be outstanding.

“Registration Expenses” means all expenses (other than underwriting discounts and commissions) arising from or incident to the registration of Registrable Securities in compliance with this Agreement, including, without limitation, (i) Commission, stock exchange, FINRA and other registration and filing fees, (ii) all fees and expenses incurred in connection with complying with any securities or blue sky laws (including, without limitation, fees, charges and

disbursements of counsel in connection with blue sky qualifications of the Registrable Securities), (iii) all printing, messenger and delivery expenses, (iv) the fees, charges and disbursements of counsel to the Company and of its independent public accountants and any other accounting and legal fees, charges and expenses incurred by the Company (including, without limitation, any expenses arising from any special audits or “comfort letters” required in connection with or incident to any registration), (v) the fees and expenses incurred in connection with the listing of the Registrable Securities on NASDAQ (or any other national securities exchange), (vi) the fees and expenses incurred in connection with any road show for underwritten offerings reasonably expected to be in excess of \$75 million in proceeds and (vii) fees, charges and disbursements of Counsel to the Holders, including, for the avoidance of doubt, any expenses of Counsel to the Holders in connection with the filing or amendment of any Registration Statement, Prospectus or Free Writing Prospectus hereunder.

“Registration Notice” has the meaning specified in Section 2(a).

“Registration Statement” means any registration statement filed hereunder or in connection with a Piggyback Takedown.

“Securities Act” means the Securities Act of 1933, as amended from time to time.

“Selling Expenses” means the underwriting fees, discounts, selling commissions and stock transfer taxes applicable to all Registrable Securities registered by the Holders and legal expenses not included within the definition of Registration Expenses.

“Shelf” has the meaning specified in Section 2(a).

“Shelf Registration” means a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

“Shelf Takedown” means either an Underwritten Shelf Takedown or a Piggyback Takedown.

“Suspension Period” has the meaning specified in Section 2(e)(ii).

“Underwritten Shelf Takedown” has the meaning specified in Section 2(b).

“Warrants” has the meaning specified in the Plan.

“Well-Known Seasoned Issuer” means a “well-known seasoned issuer” as defined in Rule 405 promulgated under the Securities Act and which (i) is a “well-known seasoned issuer” under paragraph (1)(i)(A) of such definition or (ii) is a “well-known seasoned issuer” under paragraph (1)(i)(B) of such definition and is also eligible to register a primary offering of its securities relying on General Instruction I.B.1 of Form S-3 or Form F-3 under the Securities Act.

2. Shelf Registrations.

(a) Filing. The Company shall use its commercially reasonable efforts to file, no later than 15 days following the Effective Date (but not earlier than August 31, 2009), a Registration Statement for a Shelf Registration on Form S-1 covering the resale of the Registrable Securities on a delayed or continuous basis (the “Form S-1 Shelf”). The Company shall use commercially reasonable efforts to cause the Form S-1 Shelf to become effective by December 15, 2009¹. The Company shall give written notice of the filing of the Registration Statement at least twenty-five (25) days prior to filing the Registration Statement to all Holders of Registrable Securities (the “Registration Notice”) and shall include in such Registration Statement all Registrable Securities with respect to which the Company has received written requests for inclusion therein within twenty (20) days after sending the Registration Notice. The Company shall maintain the Shelf in accordance with the terms hereof. The Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf (and any Follow-On Shelf) to a Registration Statement for a Shelf Registration on Form S-3 (the “Form S-3 Shelf”, and together with the Form S-1 Shelf (and any Follow-On Shelf), the “Shelf”) as soon as practicable after the Company is eligible to use Form S-3.

(b) Requests for Underwritten Shelf Takedowns. At any time and from time to time after the Shelf has been declared effective by the Commission, any one or more Holders of Registrable Securities may request to sell all or any portion of their Registrable Securities in an underwritten offering that is registered pursuant to the Shelf (each, an “Underwritten Shelf Takedown”); provided that in the case of each such Underwritten Shelf Takedown such Holder or Holders will be entitled to make such demand only if the total offering price of the shares to be sold in such offering (including piggyback shares and before deduction of underwriting discounts) is reasonably expected to exceed, in the aggregate, \$25 million.

(c) Demand Notices. All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company (the “Demand Notice”). Each Demand Notice shall specify the approximate number of Registrable Securities to be sold in the Underwritten Shelf Takedown and the expected price range (net of underwriting discounts and commissions) of such Underwritten Shelf Takedown. Within five (5) days after receipt of any Demand Notice, the Company shall give written notice of such requested Underwritten Shelf Takedown to all other Holders of Registrable Securities (the “Company Notice”) and, subject to the provisions of Section 2(d) below, shall include in such Underwritten Shelf Takedown all Registrable Securities with respect to which the Company has received written requests for inclusion therein within 20 days after sending the Company Notice.

(d) Priority on Underwritten Shelf Takedowns. The Company shall not include in any Underwritten Shelf Takedown any securities which are not Registrable Securities without the prior written consent of the Holders of a majority of the Registrable Securities requested to

¹ If the Effective Date occurs on or after August 15, 2009, the dates relating to any Registration Statement shall be extended as the Company deems reasonable in consultation with the parties who are expected to be Holders with consideration around year-end filing requirements, provided, that if the Effective Date occurs after August 15, 2009, the dates relating to any Registration Statement shall be extended by at least the number of days counted from August 15, 2009 to the Effective Date. If the Effective Date occurs after October 15, 2009, the Company shall not be required to file the Registration Statement until a reasonable time thereafter and go effective until a reasonable time after audited financial statements of the Company reflecting fresh-start accounting are available.

be included in the Underwritten Shelf Takedown. If the managing underwriters for such Underwritten Shelf Takedown advise the Company in writing that in their opinion the number of Registrable Securities and, if permitted hereunder, other securities requested to be included in such Underwritten Shelf Takedown exceeds the number of Registrable Securities and other securities, if any, which can be sold in an orderly manner in such offering within a price range acceptable to the Holders of a majority of the Registrable Securities requested to be included in the Underwritten Shelf Takedown, the Company shall include in such Underwritten Shelf Takedown the number of Registrable Securities which can be so sold in the following order of priority: (i) first, the Registrable Securities requested to be included in such Underwritten Shelf Takedown, which in the opinion of such underwriter can be sold in an orderly manner within the price range of such offering, pro rata among the respective Holders of such Registrable Securities on the basis of the number of Registrable Securities requested to be included therein by each such Holder, and (ii) second, other securities requested to be included in such Underwritten Shelf Takedown to the extent permitted hereunder.

(e) Restrictions on Underwritten Shelf Takedowns and Use of Registration Statement.

(i) The Company shall not be obligated to effect more than three Underwritten Shelf Takedowns during any period of 12 consecutive months and shall not be obligated to effect an Underwritten Shelf Takedown within 100 days after the pricing of a previous Underwritten Shelf Takedown.

(ii) Upon written notice to the Holders of Registrable Securities, the Company shall be entitled to suspend, for a period of time (each, a “Suspension Period”), the use of any Registration Statement or Prospectus and shall not be required to amend or supplement the Registration Statement, any related Prospectus or any document incorporated therein by reference if the Company determines in its reasonable good faith judgment, after consultation with counsel, that the Registration Statement or any Prospectus may contain an untrue statement of a material fact or omits any fact necessary to make the statements in the Registration Statement or Prospectus not misleading; provided that (A) there are no more than five (5) Suspension Periods in any 12-month period, (B) the duration of all Suspension Periods may not exceed 120 days in the aggregate in any 12-month period, and (C) the Company shall use its good faith efforts to amend the Registration Statement and/or Prospectus to correct such untrue statement or omission as soon as reasonably practicable unless such amendment would reasonably be expected to have a material adverse effect on any proposal or plan of the Company to effect a merger, acquisition, disposition, financing, reorganization, recapitalization or similar transaction, in each case that is material to the Company.

(f) Selection of Underwriters. The Holders of a majority of the Registrable Securities requested to be included in an Underwritten Shelf Takedown shall have the right to select the investment banker(s) and manager(s) to administer the offering (which shall consist of one (1) or more reputable nationally recognized investment banks), subject to the Company’s approval which shall not be unreasonably withheld, conditioned or delayed.

(g) Automatic Shelf Registration. Upon the Company becoming a Well-Known Seasoned Issuer, (i) the Company shall give written notice to all of the Holders as promptly as practicable but in no event later than twenty (20) Business Days thereafter, and such notice shall describe, in reasonable detail, the basis on which the Company has become a Well-Known Seasoned Issuer, and (ii) the Company shall, as promptly as practicable, register, under an Automatic Shelf Registration Statement, the sale of all of the Registrable Securities in accordance with the terms of this Agreement. The Company shall use its commercially reasonable efforts to file such Automatic Shelf Registration Statement as promptly as practicable, but in no event later than thirty (30) Business Days after it becomes a Well-Known Seasoned Issuer, and to cause such Automatic Shelf Registration Statement to remain effective thereafter until there are no longer any Registrable Securities. The Company shall give written notice of filing such Registration Statement to all of the Holders as promptly as practicable thereafter. At any time after the filing of an Automatic Shelf Registration Statement by the Company, if the Company is no longer a Well-Known Seasoned Issuer (the “Determination Date”), within twenty (20) days after such Determination Date, the Company shall (A) give written notice thereof to all of the Holders and (B) file a Registration Statement on an appropriate form (or a post effective amendment converting the Automatic Shelf Registration Statement to an appropriate form) covering all of the Registrable Securities, and use commercially reasonable efforts to have such Registration Statement declared effective as promptly as practicable (but in no event more than 30 days) after the date the Automatic Shelf Registration Statement is no longer useable by the Holders to sell their Registrable Securities.

(h) Additional Selling Stockholders and Additional Registrable Securities.

(i) If the Company is not a Well-Known Seasoned Issuer, within 30 days after a written request by one or more Holders of Registrable Securities to register for resale any additional Registrable Securities owned by such Holders, the Company shall file a Registration Statement substantially similar to the Shelf then effective, if any (each, a “Follow-On Shelf”), to register for resale such Registrable Securities. The Company shall give written notice of the filing of the Follow-On Shelf at least 25 days prior to filing the Follow-On Shelf to all Holders of Registrable Securities (the “Follow-On Registration Notice”) and shall include in such Follow-On Shelf all Registrable Securities with respect to which the Company has received written requests for inclusion therein within twenty (20) days after sending the Follow-On Registration Notice. Notwithstanding the foregoing, the Company shall not be required to file a Follow-On Shelf (x) if the aggregate amount of Registrable Securities requested to be registered on such Follow-On Shelf by all Holders that have not yet been registered represent less than 1% of the then outstanding New Common Stock or (y) if the Company is not then eligible for use of Form S-3 for secondary offerings and the Company has filed a Follow-On Shelf in the prior 180 days. The Company shall use commercially reasonable efforts to cause such Follow-On Shelf to be declared effective as promptly as practicable and in any event within ninety (90) days of filing such Follow-On Shelf. Any Registrable Securities requested to be registered pursuant to this Section 2(h)(i) that have not been registered on a Shelf or pursuant to Section 3 below at the time the Follow-On Shelf is filed shall be registered pursuant to such Follow-On Shelf.

(ii) If the Company is a Well-Known Seasoned Issuer, within twenty (20) Business Days after a written request by one or more Holders of Registrable Securities to register for resale any additional Registrable Securities owned by such Holders, the Company shall make all necessary filings to include such Registrable Securities in the Automatic Shelf Registration Statement filed pursuant to Section 2(g).

(iii) If a Form S-3 Shelf or Automatic Shelf Registration Statement is effective, within five (5) Business Days after written request therefor by a Holder of Registrable Securities, the Company shall file a prospectus supplement or current report on Form 8-K to add such Holder as a selling stockholder in such Form S-3 Shelf or Automatic Shelf Registration Statement to the extent permitted under the rules and regulations promulgated by the Commission.

(i) Other Registration Rights. Except as expressly contemplated by the Plan, the Company represents and warrants that it is not a party to, or otherwise subject to, any other agreement granting registration rights to any other Person with respect to any securities of the Company.

3. Piggyback Takedowns.

(a) Right to Piggyback. Whenever the Company proposes to register any of its securities, or proposes to offer any of its New Common Stock pursuant to a registration statement in an underwritten offering of New Common Stock under the Securities Act (a “Piggyback Takedown”), the Company shall give prompt written notice to all Holders of Registrable Securities of its intention to effect such Piggyback Takedown. In the case of a Piggyback Takedown that is an underwritten offering under a shelf registration statement, such notice shall be given not less than five (5) Business Days prior to the expected date of commencement of marketing efforts for such Piggyback Takedown. In the case of a Piggyback Takedown that is an underwritten offering under a registration statement that is not a shelf registration statement, such notice shall be given not less than five (5) Business Days prior to the expected date of filing of such registration statement. The Company shall, subject to the provisions of Sections 3(b) and (c) below, include in such Piggyback Takedown, as applicable, all Registrable Securities with respect to which the Company has received written requests for inclusion therein within five (5) days after sending the Company’s notice. Notwithstanding anything to the contrary contained herein, the Company may determine not to proceed with any Piggyback Takedown upon written notice to the Holders of Registrable Securities requesting to include their Registrable Securities in such Piggyback Takedown.

(b) Priority on Primary Piggyback Takedowns. If a Piggyback Takedown is an underwritten primary registration on behalf of the Company, and the managing underwriters for a Piggyback Takedown advise the Company in writing that in their reasonable opinion the number of securities requested to be included in such Piggyback Takedown exceeds the number which can be sold in an orderly manner in such offering within a price range acceptable to the Company, the Company shall include in such Piggyback Takedown the number which can be so sold in the following order of priority: (i) first, the securities the Company proposes to sell, (ii) second, the Registrable Securities requested to be included in such Piggyback Takedown (pro rata among the Holders of such Registrable Securities on the basis of the number of Registrable

Securities requested to be included therein by each such Holder), and (iii) third, other securities requested to be included in such Piggyback Takedown.

(c) **Priority on Secondary Piggyback Takedowns.** If a Piggyback Takedown is an underwritten secondary registration on behalf of holders of the Company's securities ("Other Holders"), and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such Piggyback Takedown exceeds the number which can be sold in an orderly manner in such offering within a price range acceptable to the Other Holders, the Company shall include in such registration the number which can be so sold in the following order of priority: (i) first, the securities requested to be included therein by the Other Holders requesting such registration and the Registrable Securities requested to be included in such registration, pro rata among the holders of any such securities and Registrable Securities on the basis of the number of securities and Registrable Securities so requested to be included therein by each such holder, and (ii) second, other securities requested to be included in such registration.

(d) **Selection of Underwriters.** If any Piggyback Takedown is an underwritten offering, the Company will have the sole right to select the investment banker(s) and manager(s) for the offering.

4. Holdback Agreements.

(a) **Holders of Registrable Securities.** In connection with any Shelf Takedown or other underwritten public offering of equity securities by the Company, no Holder who "beneficially owns" (as such term is defined under and determined pursuant to Rule 13d-3 promulgated under the Exchange Act) five percent (5%) or more of the outstanding shares of New Common Stock shall effect any public sale or distribution (including sales pursuant to Rule 144) of equity securities of the Company, or any securities convertible into or exchangeable or exercisable for such securities, without prior written consent from the Company, during the seven (7) days prior to and the 90-day period beginning on the date of pricing of such Shelf Takedown (the "Lock-Up Period"), except as part of the Shelf Takedown, and (i) unless the underwriters managing the Shelf Takedown or other underwritten public equity offering by the Company otherwise agree by written consent and (ii) only if such Lock-Up Period is applicable on substantially similar terms to the Company and the executive officers and directors of the Company; provided that nothing herein will prevent any Holder that is a partnership or corporation from making a distribution of Registrable Securities to the partners or stockholders thereof or a transfer to an Affiliate that is otherwise in compliance with the applicable securities laws, so long as such distributees or transferees agree to be bound by the restrictions set forth in this Section 4(a). Each Holder agrees to execute a lock-up agreement in favor of the Company's underwriters to such effect and, in any event, that the Company's underwriters in any relevant Shelf Takedown shall be third party beneficiaries of this Section 4(a). The provisions of this Section 4(a) will no longer apply to a Holder once such Holder ceases to hold Registrable Securities.

(b) **The Company.** In connection with any Shelf Takedown, the Company shall not effect any public sale or distribution of its equity securities, or any securities convertible into or exchangeable or exercisable for such securities (except pursuant to registrations on Form S-8 or

Form S-4 under the Securities Act), during the seven (7) days prior to and the 90-day period beginning on the date of pricing of such Shelf Takedown.

5. Company Undertakings. Whenever Registrable Securities are registered pursuant to this Agreement, the Company shall use its commercially reasonable efforts to effect the registration and the sale of such Registrable Securities as soon as reasonably practicable in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as expeditiously as possible:

(a) before filing a Registration Statement or Prospectus or any amendments or supplements thereto, at the Company's expense, furnish to the Holders whose securities are covered by the Registration Statement copies of all such documents, other than documents that are incorporated by reference, proposed to be filed and such other documents reasonably requested by such Holders, which documents shall be subject to the review and comment of the counsel to such Holders;

(b) notify each Holder of Registrable Securities of the effectiveness of each Registration Statement and prepare and file with the Commission such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for a period ending on the date on which all Registrable Securities have been sold under the Registration Statement applicable to such Shelf Registration or have otherwise ceased to be Registrable Securities, and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement;

(c) furnish to each seller of Registrable Securities, and the managing underwriters, without charge, such number of copies of the applicable Registration Statement, each amendment and supplement thereto, the Prospectus included in such Registration Statement (including each preliminary Prospectus, final Prospectus, and any other Prospectus (including any Prospectus filed under Rule 424, Rule 430A or Rule 430B promulgated under the Securities Act and any "issuer free writing prospectus" as such term is defined under Rule 433 promulgated under the Securities Act)), all exhibits and other documents filed therewith and such other documents as such seller or such managing underwriters may reasonably request including in order to facilitate the disposition of the Registrable Securities owned by such seller, and upon request, a copy of any and all transmittal letters or other correspondence to or received from, the Commission or any other governmental authority relating to such offer;

(d) use its commercially reasonable efforts (i) to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests, (ii) to keep such registration or qualification in effect for so long as such Registration Statement remains in effect, and (iii) to do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (provided that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subsection, (ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction);

(e) notify each seller of such Registrable Securities, Counsel to the Holders and the managing underwriters (i) at any time when a Prospectus relating to the applicable Registration Statement is required to be delivered under the Securities Act, (A) upon discovery that, or upon the happening of any event as a result of which, such Registration Statement, or the Prospectus or Free Writing Prospectus relating to such Registration Statement, or any document incorporated or deemed to be incorporated therein by reference contains an untrue statement of a material fact or omits any fact necessary to make the statements in the Registration Statement or the Prospectus or Free Writing Prospectus relating thereto not misleading or otherwise requires the making of any changes in such Registration Statement, Prospectus, Free Writing Prospectus or document, and, at the request of any such seller and subject to Section 2(e)(ii) hereof, the Company shall promptly prepare a supplement or amendment to such Prospectus or Free Writing Prospectus, furnish a reasonable number of copies of such supplement or amendment to each seller of such Registrable Securities, Counsel to the Holders and the managing underwriters and file such supplement or amendment with the Commission so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus or Free Writing Prospectus as so amended or supplemented shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading, (B) as soon as the Company becomes aware of any request by the Commission or any Federal or state governmental authority for amendments or supplements to a Registration Statement or related Prospectus or Free Writing Prospectus covering Registrable Securities or for additional information relating thereto, (C) as soon as the Company becomes aware of the issuance or threatened issuance by the Commission of any stop order suspending or threatening to suspend the effectiveness of a Registration Statement covering the Registrable Securities or (D) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any Registrable Security for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose; and (ii) when each Registration Statement or any amendment thereto has been filed with the Commission and when each Registration Statement or the related Prospectus or Free Writing Prospectus or any Prospectus supplement or any post effective amendment thereto has become effective.

(f) use its commercially reasonable efforts to cause all such Registrable Securities (i) if the New Common Stock is then listed on a securities exchange or included for quotation in a recognized trading market, to continue to be so listed or included, (ii) if the New Common Stock is not then listed on a securities exchange or included for quotation in a recognized trading market, to, as promptly as practicable (subject to the limitations set forth in the Plan), and in no event later than the effective date of the Form S-1 Shelf filed pursuant to Section 2(a), be listed on NASDAQ or another national securities exchange, and (iii) to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the sellers thereof to consummate the disposition of the Registrable Securities;

(g) provide and cause to be maintained a transfer agent and registrar for all such Registrable Securities from and after the effective date of the applicable Registration Statement;

(h) enter into and perform under such customary agreements (including underwriting agreements in customary form, including customary representations and warranties and provisions with respect to indemnification and contribution) and take all such other actions as the Holders of a majority of the Registrable Securities included in such Shelf Takedown or the

underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including effecting a stock split, a combination of shares, or other recapitalization) and provide reasonable cooperation, including causing appropriate officers to attend and participate in “road shows” and other information meetings organized by the underwriters, if any; provided, that the Company shall have no obligation to participate in “road shows” in connection with any Underwritten Shelf Takedown in which the total offering price of the Registrable Securities to be sold therein is less than \$75,000,000; provided, further, that the Company shall have no obligation to participate in more than two “road shows” in any twelve-month period;

(i) for a reasonable period prior to the filing of any Registration Statement or the commencement of marketing efforts for a Shelf Takedown, as applicable, pursuant to this Agreement, make available for inspection and copying by any Holder of Registrable Securities, Counsel to the Holders, any underwriter participating in any disposition pursuant to such Registration Statement or Shelf Takedown, as applicable, and any other attorney, accountant or other agent retained by any such Holder or underwriter, all financial and other records and pertinent corporate documents of the Company, and cause the Company’s officers, directors, employees and independent accountants to supply all information and participate in any due diligence sessions reasonably requested by any such Holder, underwriter, attorney, accountant or agent in connection with such Registration Statement or Shelf Takedown, as applicable, provided that recipients of such financial and other records and pertinent corporate documents agree in writing to keep the confidentiality thereof pursuant to a written agreement reasonably acceptable to the Company and the applicable underwriter (which shall contain customary exceptions thereto);

(j) permit any Holder of Registrable Securities, Counsel to the Holders, any underwriter participating in any disposition pursuant to a Registration Statement, and any other attorney, accountant or other agent retained by such Holder of Registrable Securities or underwriter, to participate (including, but not limited to, reviewing, commenting on and attending all meetings) in the preparation of such Registration Statement and any Prospectus supplements relating to a Shelf Takedown, if applicable;

(k) in the event of the issuance or threatened issuance of any stop order suspending the effectiveness of a Registration Statement, or of any order suspending or preventing the use of any related Prospectus or suspending the qualification of any New Common Stock included in such Registration Statement for sale in any jurisdiction, the Company shall use its commercially reasonable efforts promptly to (i) prevent the issuance of any such stop order, and in the event of such issuance, to obtain the withdrawal of such order and (ii) obtain the withdrawal of any order suspending or preventing the use of any related Prospectus or Free Writing Prospectus or suspending qualification of any Registrable Securities included in such Registration Statement for sale in any jurisdiction at the earliest practicable date;

(l) in connection with any Shelf Takedown, obtain and furnish to each such Holder of Registrable Securities including Registrable Securities in such Shelf Takedown a signed counterpart of (i) a cold comfort letter from the Company’s independent public accountants and (ii) a legal opinion of counsel to the Company addressed to the relevant underwriters and/or such Holders of Registrable Securities, in each case in customary form and covering such matters of

the type customarily covered by such letters as the managing underwriters and/or Holders of a majority of the Registrable Securities included in such Shelf Takedown reasonably request;

(m) with respect to each Free Writing Prospectus or other materials to be included in the Disclosure Package, ensure that no Registrable Securities be sold “by means of” (as defined in Rule 159A(b) promulgated under the Securities Act) such Free Writing Prospectus or other materials without the prior written consent of a majority of the Holders of the Registrable Securities that are being sold pursuant to such Free Writing Prospectus, which Free Writing Prospectuses or other materials shall be subject to the review of Counsel to the Holders; provided, however, the Company shall not be responsible or liable for any breach by a Holder that has not obtained the prior written consent of the Company pursuant to Section 13(q);

(n) provide a CUSIP number for the Registrable Securities prior to the effective date of the first Registration Statement including Registrable Securities;

(o) promptly notify in writing the Holders, the sales or placement agent, if any, therefor and the managing underwriters of the securities being sold, (i) when such Registration Statement or related Prospectus or Free Writing Prospectus or any Prospectus amendment or supplement or post effective amendment has been filed, and, with respect to any such Registration Statement or any post effective amendment, when the same has become effective and (ii) of any written comments by the Commission and by the blue sky or securities commissioner or regulator of any state with respect thereto;

(p) (i) prepare and file with the Commission such amendments and supplements to each Registration Statement as may be necessary to comply with the provisions of the Securities Act, including post effective amendments to each Registration Statement as may be necessary to keep such Registration Statement continuously effective for the applicable time period required hereunder and if applicable, file any Registration Statements pursuant to Rule 462(b) promulgated under the Securities Act; (ii) cause the related Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; (iii) comply with the provisions of the Securities Act and the Exchange Act and any applicable securities exchange or other recognized trading market with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented; and (iv) provide additional information related to each Registration Statement as requested by, and obtain any required approval necessary from, the Commission or any Federal or state governmental authority.

(q) cooperate with each Holder of Registrable Securities and each underwriter participating in the disposition of such Registrable Securities and underwriters’ counsel in connection with any filings required to be made with FINRA;

(r) within the deadlines specified by the Securities Act, make all required filing fee payments in respect of any Registration Statement or Prospectus used under this Agreement (and any offering covered thereby);

(s) if requested by any participating Holder of Registrable Securities or the managing underwriters, promptly include in a Prospectus supplement or amendment such information as the Holder or managing underwriters may reasonably request, including in order to permit the intended method of distribution of such securities, and make all required filings of such Prospectus supplement or such amendment as soon as reasonably practicable after the Company has received such request;

(t) in the case of certificated Registrable Securities, cooperate with the participating Holders of Registrable Securities and the managing underwriters to facilitate the timely preparation and delivery of certificates (not bearing any legends) representing Registrable Securities to be sold after receiving written representations from each participating Holder that the Registrable Securities represented by the certificates so delivered by such Holder will be transferred in accordance with the Registration Statement, and enable such Registrable Securities to be in such denominations and registered in such names as the Holders or managing underwriters may reasonably request at least two (2) Business Days prior to any sale of Registrable Securities; and use its commercially reasonable efforts to take all other actions necessary to effect the registration and sale of the Registrable Securities contemplated hereby.

(u) use its commercially reasonable efforts to take all other actions necessary to effect the registration and sale of the Registrable Securities contemplated hereby.

6. Registration Expenses. All Registration Expenses shall be borne by the Company. All Selling Expenses relating to Registrable Securities registered shall be borne by the Holders of such Registrable Securities pro rata on the basis of the number of Registrable Securities sold.

7. Hedging Transactions.

(a) The Company agrees that, in connection with any proposed Hedging Transaction, if, in the reasonable judgment of Counsel to the Holders, it is necessary or desirable to have a Registration Statement under the Securities Act cover such Hedging Transaction or sales or transfers (whether short or long) of Registrable Securities in connection therewith, then the Company shall use its commercially reasonable efforts to take such actions (which may include the filing of a prospectus supplement to include additional or changed information that is material or is otherwise required to be disclosed, including a description of such Hedging Transaction, the name of the Hedging Counterparty, identification of the Hedging Counterparty or its Affiliates as underwriters or potential underwriters, if applicable, or any change to the plan of distribution, but shall not include the filing of a post-effective amendment to a Registration Statement) as may reasonably be required to have such Hedging Transaction or sales or transfers of Registrable Securities in connection therewith covered by a Registration Statement under the Securities Act in a manner consistent with the rights and obligations of the Company hereunder.

(b) All Registration Statements in which Holders may include Registrable Securities under this Agreement shall be subject to the provisions of this Section 7. The selection of any Hedging Counterparty shall not be subject to Section 2(f), but the Hedging Counterparty shall be selected by the Holders of a majority of the Registrable Securities subject to the Hedging Transaction that is proposed to be effected.

(c) If in connection with a Hedging Transaction, a Hedging Counterparty or any Affiliate thereof is (or may be considered) an underwriter or selling stockholder, then it shall be required to provide customary indemnities to the Company regarding the plan of distribution and like matters.

(d) The Company further agrees to include, under the caption “Plan of Distribution” (or the equivalent caption), in each Registration Statement, and any related Prospectus (to the extent such inclusion is permitted under applicable Commission regulations and is consistent with comments received from the Commission during any Commission review of the Registration Statement), language substantially in the form of Schedule I hereto and to include in each prospectus supplement filed in connection with any proposed Hedging Transaction language mutually agreed upon by the Company, the relevant Holders and the Hedging Counterparty describing such Hedging Transaction.

(e) In connection with a Hedging Transaction, each Hedging Counterparty shall be treated in the same manner as a managing underwriter for purposes of Section 5 of this Agreement.

8. Indemnification; Contribution.

(a) The Company agrees to indemnify and hold harmless each Holder of Registrable Securities, the Affiliates, directors, officers, employees, members, managers and agents of each such Holder and each Person who controls any such Holder within the meaning of either the Securities Act or the Exchange Act, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities and expenses to which they or any of them may become subject insofar as such losses, claims, damages, liabilities and expenses (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement as originally filed or in any amendment thereof, or the Disclosure Package, or any preliminary, final or summary Prospectus or Free Writing Prospectus included in any such Registration Statement, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action (whether or not the indemnified party is a party to any proceeding); provided, however, that the Company will not be liable in any case to the extent that any such loss, claim, damage, liability or expense arises (i) out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any such Holder specifically for inclusion therein including, without limitation, any notice and questionnaire, or (ii) out of sales of Registrable Securities made during a Suspension Period after notice is given pursuant to Section 2(e)(ii) hereof. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Holder severally (and not jointly) agrees to indemnify and hold harmless the Company and each of its Affiliates, directors, employees, members, managers and agents and each Person who controls the Company within the meaning of either the Securities Act or the

Exchange Act, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages or liabilities to which they or any of them may become subject insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement as originally filed or in any amendment thereof, or in the Disclosure Package or any Holder Free Writing Prospectus, preliminary, final or summary Prospectus included in any such Registration Statement, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, to the extent, but only to the extent, that any such untrue statement or alleged untrue statement or omission or alleged omission is contained in any written information relating to such Holder furnished to the Company by or on behalf of such Holder specifically for inclusion therein; provided, however, that the total amount to be indemnified by such Holder pursuant to this Section 8(b) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by such Holder in the offering to which such Registration Statement or Prospectus relates. This indemnity agreement will be in addition to any liability which any such Holder may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent such action and such failure results in material prejudice to the indemnifying party and forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, except as provided in the next sentence, after notice from the indemnifying party to such indemnified party of its election to so assume the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal expenses of other counsel or any other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. Notwithstanding the indemnifying party's rights in the prior sentence, the indemnified party shall have the right to employ its own counsel (and one local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. No indemnifying party shall, in connection with any one action or separate but substantially similar or related actions in the same

jurisdiction arising out of the same general circumstances or allegations, be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all indemnified parties. An indemnifying party shall not be liable under this Section 8 to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by such indemnifying party, which consent shall not be unreasonably withheld. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement or compromise that does not include as an unconditional term thereof the giving by the claimant or plaintiff therein, to such indemnified party, of a full and final release from all liability in respect to such claim or litigation.

(d) In the event that the indemnity provided in Section 8(a) or Section 8(b) above is unavailable to or insufficient to hold harmless an indemnified party for any reason, then each applicable indemnifying party agrees to contribute to the aggregate losses, claims, damages and liabilities (including, without limitation, legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively, “Losses”) to which such indemnifying party may be subject in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party on the one hand and by the indemnified party on the other from the offering of the New Common Stock. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the indemnifying party on the one hand and the indemnified party on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party on the one hand or the indemnified party on the other and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation (even if the Holders of Registrable Securities or any agents or underwriters or all of them were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this Section 8(d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8(d), no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each Person who controls any Holder of Registrable Securities, agent or underwriter within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of any such Holder, agent or underwriter shall have the same rights to contribution as such Holder, agent or

underwriter, and each Person who controls the Company within the meaning of either the Securities Act or the Exchange Act and each officer and director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this Section 8(d).

(e) The provisions of this Section 8 will remain in full force and effect, regardless of any investigation made by or on behalf of any Holder of Registrable Securities or the Company or any of the officers, directors or controlling Persons referred to in this Section 8 hereof, and will survive the transfer of Registrable Securities.

(f) To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 8 to the fullest extent permitted by law; provided, however, that: (i) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Registrable Securities pursuant to such Shelf Registration.

9. Participation in Underwritten Offering/Sale of Registrable Securities.

(a) No Person may participate in any underwritten offering hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements in customary form entered into pursuant to this Agreement and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; provided that no Holder of Registrable Securities included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding (1) such Holder's ownership of its Registrable Securities to be sold or transferred, (2) such Holder's power and authority to effect such transfer and (3) such matters pertaining to compliance with securities laws as may be reasonably requested) or to undertake any indemnification obligations to the Company with respect thereto, except as otherwise provided in Section 8(b) hereof, or to the underwriters with respect thereto, except to the extent of the indemnification being given to the Company and its controlling persons in Section 8(b) hereof.

(b) Each Person that has securities registered on a Registration Statement filed hereunder agrees that, upon receipt of any notice contemplated in Section 2(e)(ii), such Person will forthwith discontinue the disposition of its Registrable Securities pursuant to the applicable Registration Statement.

10. Rule 144 and Rule 144A; Other Exemptions. With a view to making available to the Holders of Registrable Securities the benefits of Rule 144 and Rule 144A promulgated under the Securities Act and other rules and regulations of the Commission that may at any time permit a Holder of Registrable Securities to sell securities of the Company to the public without

registration, the Company covenants that it will (i) file in a timely manner all reports and other documents required, if any, to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted thereunder and (ii) make available information necessary to comply with Rule 144 and Rule 144A, if available with respect to resales of the Registrable Securities under the Securities Act, at all times, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (x) Rule 144 and Rule 144A promulgated under the Securities Act (if available with respect to resales of the Registrable Securities), as such rules may be amended from time to time or (y) any other rules or regulations now existing or hereafter adopted by the Commission. Upon the reasonable request of any Holder of Registrable Securities, the Company will deliver to such Holder a written statement as to whether it has complied with such information requirements, and, if not, the specific reasons for non-compliance.

11. Transfer of Registration Rights. The rights of a Holder hereunder may be transferred, assigned, or otherwise conveyed on a pro rata basis in connection with any transfer, assignment, or other conveyance of Registrable Securities to any transferee or assignee; provided that all of the following additional conditions are satisfied: (a) such transfer or assignment is effected in accordance with applicable securities laws; (b) such transferee or assignee agrees in writing to become subject to the terms of this Agreement; and (c) the Company is given written notice by such Holder of such transfer or assignment, stating the name and address of the transferee or assignee and identifying the Registrable Securities with respect to which such rights are being transferred or assigned.

12. Amendment, Modification and Waivers; Further Assurances

(a) **Amendment.** This Agreement may be amended with the consent of the Company and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company shall have obtained the written consent of the Holders of at least a majority of the Registrable Securities then outstanding to such amendment, action or omission to act; provided that no such amendment, action or omission that adversely affects, alters or changes the interests of any Holder shall be effective against such Holder without the prior written consent of such Holder.

(b) **Effect of Waiver.** No waiver of any terms or conditions of this Agreement shall operate as a waiver of any other breach of such terms and conditions or any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof. No written waiver hereunder, unless it by its own terms explicitly provides to the contrary, shall be construed to effect a continuing waiver of the provisions being waived and no such waiver in any instance shall constitute a waiver in any other instance or for any other purpose or impair the right of the party against whom such waiver is claimed in all other instances or for all other purposes to require full compliance with such provision. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect the right of such party thereafter to enforce each provision of this Agreement in accordance with its terms.

(c) Further Assurances. Each of the parties hereto shall execute all such further instruments and documents and take all such further action as any other party hereto may reasonably require in order to effectuate the terms and purposes of this Agreement.

13. Miscellaneous.

(a) No Inconsistent Agreements. The Company shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the Holders of Registrable Securities in this Agreement.

(b) Adjustments Affecting Registrable Securities. The Company shall not take any action, or permit any change to occur, with respect to its securities which would materially and adversely affect the ability of the Holders of Registrable Securities to include such Registrable Securities in a registration undertaken pursuant to this Agreement or which would materially and adversely affect the marketability of such Registrable Securities in any such registration (including effecting a stock split or a combination of shares).

(c) Remedies; Specific Performance. Any Person having rights under any provision of this Agreement shall be entitled to enforce such rights specifically, to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that money damages would not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief (without posting any bond or other security) in order to enforce or prevent violation of the provisions of this Agreement and shall not be required to prove irreparable injury to such party or that such party does not have an adequate remedy at law with respect to any breach of this Agreement (each of which elements the parties admit). The parties hereto further agree and acknowledge that each and every obligation applicable to it contained in this Agreement shall be specifically enforceable against it and hereby waives and agrees not to assert any defenses against an action for specific performance of their respective obligations hereunder. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies available under this Agreement or otherwise.

(d) Successors and Assigns. All covenants and agreements in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto (including any trustee in bankruptcy) whether so expressed or not. In addition, whether or not any express assignment has been made, the provisions of this Agreement which are for the benefit of purchasers or Holders of Registrable Securities are also for the benefit of, and enforceable by, any subsequent Holder of Registrable Securities. No assignment or delegation of this Agreement by the Company, or any of the Company's rights, interests or obligations hereunder, shall be effective against any Holder without the prior written consent of such Holder.

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision

shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(f) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

(g) Descriptive Headings; Interpretation; No Strict Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns, and verbs shall include the plural and vice versa. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and, if applicable, hereof. The words “include”, “includes” or “including” in this Agreement shall be deemed to be followed by “without limitation”. The use of the words “or,” “either” or “any” shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. All references to laws, rules, regulations and forms in this Agreement shall be deemed to be references to such laws, rules, regulations and forms, as amended from time to time or, to the extent replaced, the comparable successor thereto in effect at the time. All references to agencies, self-regulatory organizations or governmental entities in this Agreement shall be deemed to be references to the comparable successors thereto from time to time.

(h) Governing Law. This Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) to the extent such rules or provisions would cause the application of the laws of any jurisdiction other than the State of New York.

(i) Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when (a) delivered personally to the recipient, (b) telecopied or sent by facsimile to the recipient, or (c) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to the Company at the address set forth below and to any Holder of Registrable Securities at the address set forth on the signature page hereto, or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. The Company’s address is:

Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Attention: General Counsel

with copies to:

Attn: Christian O. Nagler, Esq.
Kirkland & Ellis LLP
153 E. 53rd Street
New York, NY 10022-4611
Facsimile: (212) 446-4900

Notices to the Holders shall be sent to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention:
Facsimile:

and to:

Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue
Los Angeles, CA 90071
Attention: Nicholas P. Saggese
Facsimile: (213) 687-5600

If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the State of New York or the jurisdiction in which the Company's principal office is located, the time period shall automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

(j) Delivery by Facsimile. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic means, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall reexecute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

(k) Waiver of Jury Trial. Each of the parties to this Agreement hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement,

including contract claims, tort claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into this Agreement, that each has already relied on this waiver in entering into this Agreement, and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 13(k) AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

(l) Arm's Length Agreement. Each of the parties to this Agreement agrees and acknowledges that this Agreement has been negotiated in good faith, at arm's length, and not by any means prohibited by law.

(m) Sophisticated Parties; Advice of Counsel. Each of the parties to this Agreement specifically acknowledges that (a) it is a knowledgeable, informed, sophisticated Person capable of understanding and evaluating the provisions set forth in this Agreement and (ii) it has been fully advised and represented by legal counsel of its own independent selection and has relied wholly upon its independent judgment and the advice of such counsel in negotiating and entering into this Agreement.

(n) Entire Agreement. This Agreement, together with Schedule I attached hereto, and any certificates, documents, instruments and writings that are delivered pursuant hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(o) Attorneys' Fees. In the event of litigation or other proceedings in connection with or related to this Agreement, the prevailing party in such litigation or proceeding shall be entitled to reimbursement from the opposing party of all reasonable expenses, including, without limitation, reasonable attorneys' fees and expenses of investigation in connection with such litigation or proceeding.

(p) Certification. Within fifteen (15) Business Days following receipt of written request from the Company by any Holder (which request shall not be made more than twice in any calendar year), such Holder shall certify to the Company that such Holder continues to hold Registrable Securities (the "Certification"). If a Holder fails to provide the Certification within the fifteen (15) Business Day period referred to in the immediately preceding sentence, the Company reserves the right, in its sole discretion, to remove such Holder's Registrable Securities from a Registration Statement within fifteen (15) Business Days after receipt by such Holder of a second written notice specifying that the Holder may be removed from such Registration Statement unless such Holder provides the Certification within such subsequent fifteen (15) Business Day period.

(q) FWP Consent. No Holder shall use a Holder Free Writing Prospectus without the prior written consent of the Company, which consent shall not be unreasonably withheld.

(r) Notification of Status. Each Holder shall provide written notice to the Company within ten (10) Business Days from the first day on which the Holder no longer holds Registrable Securities.

(s) Termination. The obligations of the Company and of any Holder, other than those obligations contained in Section 8, shall terminate with respect to the Company and such Holder as soon as both (A) such Holder no longer holds any Registrable Securities and (B) such Holder is no longer an Affiliate of the Company or otherwise subject to the volume limitations set forth in Rule 144(e) promulgated under the Securities Act or any successor provision.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement as of the date first written above.

CHARTER COMMUNICATIONS, INC.

By: _____
Its: _____

(Signature page for Registration Rights Agreement)

INVESTORS

[Name]

By: _____
Its: _____

Address:
[]
Facsimile:

[Name]

By: _____
Its: _____

Address:
[]
Facsimile:

[Name]

By: _____
Its: _____

Address:
[]
Facsimile:

SCHEDULE I

Plan of Distribution

A selling stockholder may also enter into hedging and/or monetization transactions. For example, a selling stockholder may:

- (a) enter into transactions with a broker-dealer or affiliate of a broker-dealer or other third party in connection with which that other party will become a selling stockholder and engage in short sales of the common stock under this prospectus, in which case the other party may use shares of common stock received from the selling stockholder to close out any short positions;
- (b) itself sell short common stock under this prospectus and use shares of common stock held by it to close out any short position;
- (c) enter into options, forwards or other transactions that require the selling stockholder to deliver, in a transaction exempt from registration under the Securities Act, common stock to a broker-dealer or an affiliate of a broker-dealer or other third party who may then become a selling stockholder and publicly resell or otherwise transfer that common stock under this prospectus; or
- (d) loan or pledge common stock to a broker-dealer or affiliate of a broker-dealer or other third party who may then become a selling stockholder and sell the loaned shares or, in an event of default in the case of a pledge, become a selling stockholder and sell the pledged shares, under this prospectus.

EXCESS BACKSTOP AGREEMENT¹

This Excess Backstop Agreement (this “Agreement”) is dated as of March [___], 2009, by and among Charter Communications, Inc., a Delaware corporation (“CCI”), CCH I, LLC, a Delaware limited liability company (“CCH I”), CCH II, LLC, a Delaware limited liability company (“CCH II”), Charter Communications Operating, LLC, a Delaware limited liability company (“CCO” and, together with CCI, CCH I and CCH II, the “Company”), and [BONDHOLDER], a [_____] (the “Investor”).

WHEREAS, CCI, together with certain of its direct and indirect subsidiaries and Charter Investment, Inc. (collectively, the “Debtors”), have commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), pursuant to which the Company intends that the Debtors will be reorganized (the “Reorganization”) in accordance with the joint plan of reorganization filed on March [27], 2009 (the “Plan”);

WHEREAS, in connection with the Reorganization, CCI agreed to effectuate an offering (the “Rights Offering”) of rights (the “Rights”) to purchase shares of Class A common stock, par value \$0.001 per share, of CCI, as reorganized pursuant to the Reorganization (“New Class A Stock”), to holders of CCH I Notes (as defined below);

WHEREAS, in connection with the Reorganization, the Company and the Investor entered into a commitment letter, dated February 11, 2009 (as amended on or prior to the date hereof, and together with the Exhibits thereto, the “Commitment Letter”), pursuant to which the Investor, among other things, on the terms and subject to the conditions set forth in the Commitment Letter, (i) agreed to exercise its pro rata portion of the Rights offered in the Rights Offering, (ii) agreed to assume and exercise its pro rata portion of any Rights not exercised by holders of CCH I Notes other than the Other Backstop Parties (as defined below) in the Rights Offering as described below (the “Excess Backstop”) and (iii) was granted an option to purchase additional shares of New Class A Stock as described below (the “Option”);

WHEREAS, certain other holders of CCH I Notes (collectively, the “Other Backstop Parties”) have also entered into commitment letters with the Company, dated February 11, 2009, in form and substance substantially similar to the Commitment Letter (collectively, as amended on or prior to the date hereof, the “Other Commitment Letters”); and

WHEREAS, the parties wish to memorialize herein the detailed terms and conditions of the Excess Backstop and the Option.

¹ This Agreement is for committee members who have committed to exercise rights in excess of their pro rata portion. All committee members (including those who sign this Agreement) will also enter into definitive purchase agreements as contemplated by the Commitment Letters.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

Section 1.1 Definitions. For all purposes of this Agreement:

“Backstop Amount” means \$[_____], which represents the aggregate purchase price for New Class A Stock underlying the Investor’s pro rata portion of the Rights, and is determined by multiplying (a) the Per Share Purchase Price by (b) the total number of shares of New Class A Stock underlying the Rights by (c) a fraction, (i) the numerator of which is the aggregate principal amount of CCH I Notes held by the Investor and (ii) the denominator of which is the aggregate principal amount of all issued and outstanding CCH I Notes.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in New York, New York are required or authorized to close by law or executive order.

“CCH I Notes” means the 11.00% Senior Secured Notes of CCH I and CCH I Capital Corp. due 2015 issued pursuant to the Indenture, dated as of September 28, 2005, among CCH I and CCH I Capital Corp., as issuers, Charter Communications Holdings, LLC, as parent guarantor, and The Bank of New York Trust Company, N.A., as trustee.

“Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to, among others, section 1129 of the Bankruptcy Code.

“Effective Date” means the date that all conditions to the effectiveness of the Plan have been satisfied or waived in accordance with the terms set forth therein.

“Excess Backstop Commitment” means \$[_____], which represents the aggregate purchase price for New Class A Stock underlying Rights which the Investor has agreed to assume and exercise pursuant to the Excess Backstop.

“Governmental Entity” means any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

“Other Excess Backstop Commitments” means \$[_____], which represents the sum of the Excess Backstop Commitments (as defined in each of the Other Commitment Letters as in effect on the date hereof) of each Other Excess Backstop Party.

“Other Excess Backstop Parties” means the Other Backstop Parties which are entering into excess backstop agreements, dated as of the date hereof, with the Company, in form and substance substantially similar to this Agreement.

“Other Options” means the Options (as defined in each of the Other Commitment Letters as in effect on the date hereof) of each Other Excess Backstop Party.

“Per Share Purchase Price” means the price per share of New Class A Stock in the Rights Offering, reflecting a discount of 25% to the Plan Value.

“Person” means any individual, firm, corporation, partnership, company, limited liability company, trust, joint venture, association, Governmental Entity or other entity.

“Plan Value” has the meaning set forth in the Plan.

“Rights Exercise Form” means the rights exercise form relating to the purchase of shares of New Class A Stock in the Rights Offering, including the rights offering procedures attached thereto, in the form to be attached as an Exhibit to the supplement to the Plan.

“Rights Offering Expiration Date” means the last date on which Persons to whom Rights are offered (and their eligible transferees) shall be permitted to submit their Rights Exercise Form to CCI indicating their exercise of Rights pursuant to the rights offering procedures in the form to be attached as an Exhibit to the supplement to the Plan.

Section 1.2 Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article of, or a Section of, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include”, “includes”, “including” or “such as” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall.” The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever used in this Agreement, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. Unless a contrary intent is apparent, any contract, instrument or law defined or referred to herein or in any contract or instrument that is referred to herein means such contract, instrument or law as from time to time amended, modified or supplemented, including (in the case of contracts or instruments) by waiver or consent and (in the case of law) by succession of comparable successor law and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns.

ARTICLE II

BACKSTOP; EXCESS BACKSTOP; OPTION

Section 2.1 Backstop. On the terms and subject to the conditions set forth in this Agreement and the Commitment Letter, the Investor hereby agrees (a) on or prior to the Rights Offering Expiration Date, to exercise Rights to purchase shares of New Class A Stock with an aggregate purchase price equal to the Backstop Amount pursuant to the Rights Exercise Form and (b) to fund its purchase of such shares of New Class A Stock at the time set forth in the Rights Exercise Form.

Section 2.2 Excess Backstop.

(a) As promptly as practicable following the Rights Offering Expiration Date, and in any event within five Business Days thereafter, the Company shall provide written notice, certified by a senior executive officer of CCI (the "Excess Backstop Notice"), to the Investor, stating the number of shares of New Class A Stock underlying Rights, if any, that were offered to Persons other than the Investor and the Other Backstop Parties and that remain unexercised following the Rights Offering Expiration Date (the "Unexercised Rights").

(b) On the terms and subject to the conditions set forth in this Agreement and the Commitment Letter, the Investor hereby agrees (i) to exercise Rights to purchase the Investor's pro rata portion of New Class A Stock underlying the Unexercised Rights in accordance with the Excess Backstop pursuant to an additional Rights Exercise Form, determined by multiplying (A) the number of shares of New Class A Stock underlying the Unexercised Rights by (B) the Per Share Purchase Price by (C) a fraction, (x) the numerator of which is the Excess Backstop Commitment and (y) the denominator of which is the sum of the Excess Backstop Commitment and the Other Excess Backstop Commitments, and (ii) to fund its purchase of such shares of New Class A Stock at the time set forth in the Rights Exercise Form.

Section 2.3 Option.

(a) The Excess Backstop Notice provided by the Company pursuant to Section 2.2(a) shall also contain a calculation, certified by a senior executive officer of CCI, of the excess, if any, of (i) \$400 million over (ii) the product of (A) the Per Share Purchase Price *multiplied by* (B) the number of shares of New Class A Stock underlying the Unexercised Rights which the Investor and the Other Excess Backstop Parties are obligated to purchase pursuant to Section 2.2(b), if any (such excess, the "Overallotment Amount").

(b) If the calculation in Section 2.3(a) results in an Overallotment Amount, then the Investor shall have the right to exercise the Option, in its sole and absolute discretion, to purchase shares of New Class A Stock at the Per Share Purchase Price in an aggregate amount equal to the product of (i) the Overallotment Amount

multiplied by (ii) a fraction, (A) the numerator of which is the Excess Backstop Commitment and (B) the denominator of which is the sum of the Excess Backstop Commitment and the Other Excess Backstop Commitments.

(c) The Company shall provide written notice (the “First Option Notice”) to the Investor of the anticipated Effective Date no later than five Business Days prior to the anticipated Effective Date, which shall be specified in the First Option Notice. Following receipt of the First Option Notice, and in any event no later than three Business Days prior to the anticipated Effective Date set forth in the First Option Notice, if the Investor desires in its sole and absolute discretion to exercise the Option, the Investor shall provide written notice to CCI of its election to exercise the Option, stating a dollar amount that it wishes to so exercise (the “Option Amount”).

(d) If any Other Excess Backstop Party fails to exercise its Other Option in full, the Company shall provide written notice (the “Second Option Notice”) to the Investor of such failure no later than two Business Days prior to the anticipated Effective Date, and if the Investor has exercised its Option in full, then the Investor shall have the right, in its sole and absolute discretion, to increase the Option Amount by its pro rata portion of the unexercised Other Options, determined by multiplying (i) the aggregate unexercised portion of the Other Options by (ii) a fraction, (A) the numerator of which is the Excess Backstop Commitment and (B) the denominator of which is the sum of the Excess Backstop Commitment and the Other Excess Backstop Commitments of only those Other Excess Backstop Parties electing to increase the amount of their respective Other Options pursuant to Section 2.3(d) of the excess backstop agreements entered into by such Other Excess Backstop Parties as in effect on the date hereof. The Investor shall provide written notice to CCI of the final Option Amount as may be increased in accordance with this Section 2.3(d) following receipt of the Second Option Notice and in any event no later than the actual Effective Date.

(e) No later than ten Business Days following the Effective Date, subject to the satisfaction of the conditions precedent set forth in the Commitment Letter (and the definitive documentation contemplated by the Commitment Letter) or waiver thereof by the Investor, (i) the Investor shall deliver to CCI cash in an amount equal to the final Option Amount by wire transfer of immediately available funds to the account set forth in the Rights Exercise Form and (ii) the Company shall deliver to the Investor a number of shares of New Class A Stock in an amount equal to the quotient obtained by dividing (x) the final Option Amount by (y) the Per Share Purchase Price.

(f) [Notwithstanding anything to the contrary in this Section 2.3, if the calculation in Section 2.3(a) results in an Overallotment Amount and the New CCH II Notes Commitment Fee (as defined in the Plan) due and payable pursuant to the Plan exceeds \$[8,010,000] (such excess, the “Commitment Fee Excess”), then the Investor

shall exercise the Option to purchase shares of New Class A Stock at the Per Share Purchase Price in an amount at least equal to the Commitment Fee Excess.]²

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Investor that:

Section 3.1 Organization, Standing and Power. The Company (including each of its direct and indirect subsidiaries) is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized.

Section 3.2 Authority; Execution and Delivery; Enforceability. Subject to entry by the Bankruptcy Court of the Confirmation Order, the Company has all requisite power and authority to execute and deliver this Agreement. The execution and delivery by the Company of this Agreement have been duly authorized by all necessary action on the part of the Company. The Company has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by the Investor, this Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to entry by the Bankruptcy Court of the Confirmation Order.

Section 3.3 Consents. No material consent, approval, license, permit, order or authorization (“Consent”) of, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made by or with respect to the Investor in connection with the execution, delivery and performance of this Agreement other than (a) the entry by the Bankruptcy Court of the Confirmation Order and (b) the governmental and regulatory consents, approvals and waivers, the receipt of which are conditions to the Effective Date.³

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor hereby represents and warrants to the Company that:

Section 4.1 Organization, Standing and Power. The Investor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its

² This provision is only for the Investor(s) who agreed to fund this amount.

³ Representations and warranties relating to the issuance of New Class A Stock will be contained in the definitive purchase agreement to be entered into pursuant to the Commitment Letter.

organization and has full power and authority necessary to enable it to conduct its business as presently conducted.

Section 4.2 Authority; Execution and Delivery; Enforceability. The Investor has all requisite power and authority to execute and deliver this Agreement. The execution and delivery by the Investor of this Agreement have been duly authorized by all necessary action on the part of the Investor. The Investor has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by the Company, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

ARTICLE V

CONDITIONS PRECEDENT

Section 5.1 Conditions to the Investor's Obligation. The obligations of the Investor to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver by the Investor, on or prior to the Effective Date, of the conditions set forth in the Commitment Letter and the Rights Exercise Form.

ARTICLE VI

TERMINATION, AMENDMENT AND WAIVER

Section 6.1 Termination. Notwithstanding anything to the contrary in this Agreement, (a) this Agreement may be terminated at any time prior to the Effective Date by mutual written consent of the Company and the Investor and (b) this Agreement shall automatically terminate if the Commitment Letter is terminated for any reason.

Section 6.2 Effect of Termination. If this Agreement is terminated pursuant to Section 6.1, this Agreement will become null and void and of no further force and effect, without any liability or obligation on the part of the Investor or the Company (or any of their respective directors, officers, employees, affiliates or representatives) under this Agreement, except for the provisions of Sections 6.1, 6.2, 7.2, 7.4, 7.7, 7.8, 7.9 and 7.10, which provisions will survive such termination, and except to the extent that such termination results from the willful and material breach by a party of any representation, warranty or covenant set forth in this Agreement.

Section 6.3 Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. By an instrument in writing the Investor, on the one hand, or the Company, on the other hand, may waive compliance by the other with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Assignment. This Agreement is not assignable by either party without the prior written consent of the other party; provided, however, that the Investor may assign its rights, interests or obligations hereunder, without the prior written consent of the Company, to any of its affiliates; provided, further, that no such assignment shall relieve the Investor of its obligations hereunder.⁴ Notwithstanding the foregoing, the Investor shall also have the right, subject to compliance with applicable federal and state securities laws, to sell, transfer or assign the Option, in whole or in part (a “Transfer”) to one or more unaffiliated third parties; provided, that (i) the Investor determines, after consultation with counsel to the Investor, that such Transfer is not reasonably likely to delay the anticipated Effective Date, including satisfaction of any conditions specified in Article XII of the Plan, and (ii) at least seven Business Days prior to such Transfer, the Investor delivers written notice to the Company (a “Notice of Proposed Transfer”) specifying in reasonable detail the terms of such Transfer, including the identity of the transferee and the anticipated closing date of such Transfer. The Company shall have five Business Days following receipt of a Notice of Proposed Transfer to deliver written notice to the Investor (a “Notice of Objection”) stating that, in its reasonable judgment after consultation with counsel to the Company, such Transfer is reasonably likely to delay the anticipated Effective Date, including satisfaction of any conditions specified in Article XII of the Plan. The Company and the Investor shall use reasonable good faith efforts to resolve any such objection within five Business Days following receipt by the Investor of a Notice of Objection and, failing resolution of such objection during such five Business Day period (or such shorter period ending on the Business Day prior to the anticipated Effective Date), the Investor may seek an order from the Bankruptcy Court that the Transfer will not delay the anticipated Effective Date, in which case such Transfer shall be allowed. If the Company fails to deliver a Notice of Objection within such five Business Day period (or such shorter period referenced above), the Investor may consummate the Transfer on substantially the same terms set forth in the Notice of Proposed Transfer. The Investor agrees that in no event will it send a Notice of Proposed Transfer later than one Business Day following receipt of the First Option Notice. Any Transfer in violation of this Section 7.1 shall be void ab initio. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. The Option may only be transferred to and exercised by an “Accredited Investor” as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 or a “Qualified Institutional Buyer” as defined in Rule 144A promulgated under the Securities Act of 1933.

⁴ Agreement for certain investors to include language conforming to their Commitment Letter amendment regarding transfers between their two funds.

Section 7.2 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

Section 7.3 Further Assurances. From time to time, as and when requested by any party, each party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 7.4 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile or electronic mail or sent, postage prepaid, by registered, certified or express mail or overnight courier service and shall be deemed given when received (or if given by facsimile transmission, when such facsimile is transmitted and the appropriate confirmation is received), at the following addresses (or at such other address for a party as shall be specified by like notice):

- (1) if to the Investor, or a transferee thereof, to the address or facsimile numbers set forth below following the Investor's signature (or as directed by any transferee thereof);

with copies (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Alan W. Kornberg and Kenneth M. Schneider
Fax: (212) 757-3990

- (2) if to the Company,

Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Attention: General Counsel
Fax: (314) 543-2308

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
Citigroup Center
153 East 53rd Street
New York, New York 10022
Attention: Richard M. Cieri and Paul Basta
Fax: (212) 446-4900

Section 7.5 Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page by facsimile or electronic transmission will be effective as delivery of an original executed counterpart of this Agreement.

Section 7.6 Entire Agreement. This Agreement, together with the Commitment Letter (and the other definitive documentation contemplated by the Commitment Letter), contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof. None of the parties shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or therein.

Section 7.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any judgment, order or decree or statute, law (including common law), ordinance, rule or regulation (“Law”), or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible under applicable Law.

Section 7.8 Consent to Jurisdiction. Each party hereto (a) consents to submit itself to the exclusive jurisdiction and venue of the Bankruptcy Court and in the event that such court does not have or declines to exercise jurisdiction, to the exclusive jurisdiction and venue of any state court or any Federal court located in the City of New York, Borough of Manhattan, in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (b) agrees that it will not attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement or any transaction contemplated hereby in any court other than the Bankruptcy Court or, in the event that such court does not have or declines to exercise jurisdiction, in any state court or any Federal court sitting in the City of New York, Borough of Manhattan. Each of the parties to this Agreement irrevocably consents to service of process in the manner provided for delivering notices in Section 7.4. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable Law. Each party further agrees that service of any process, summons, notice or document to such party’s respective address set forth above shall be effective service of process for any action, suit or proceeding in New York with respect to any matters to which it has submitted to jurisdiction in this Section 7.8.

Section 7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

Section 7.10 Waiver of Jury Trial. Each party hereby waives to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or any transaction contemplated hereby. Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 7.10.

Section 7.11 Other Excess Backstop Agreements. The Company hereby represents, warrants and confirms that: (i) each of the other excess backstop agreements, by and among the Company and each of the Other Excess Backstop Parties (collectively, the “Other Excess Backstop Agreements”), is entered into and dated as of the date hereof and is in form and substance substantially similar to this Agreement and (ii) each Other Backstop Party and its Commitment (as defined in the applicable Other Commitment Letter) is set forth in Annex E of the Term Sheet (as defined in the Commitment Letter). The Company shall not amend or modify or agree or commit to amend or modify any of the Other Excess Backstop Agreements or any term or provision thereof, without the prior written consent of the Investor, which may be granted or withheld in the Investor’s sole discretion. In the event that the Company desires to amend the terms of any of the Other Excess Backstop Agreements, and subject to first obtaining the consent of the Investor as set forth above, the Company shall take all actions necessary, including amending this Agreement, so as to give the Investor the benefit of such amended terms.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company and the Investor have duly executed this Agreement as of the date first written above.

**CHARTER COMMUNICATIONS, INC.
CCH I, LLC
CCH II, LLC
CHARTER COMMUNICATIONS
OPERATING, LLC**

By:

Name:

Title:

[BONDHOLDER]

By:

Name:

Title:

[Address]

[_____]

[_____]

[_____]

Attn: [_____]

Fax: [_____]

LOCK-UP AGREEMENT

This LOCK-UP AGREEMENT (this "**Agreement**"), dated as of [•], 2009, is made by and between Paul G. Allen ("**Mr. Allen**")¹ and Charter Communications, Inc., a Delaware corporation (the "**Company**").

RECITALS

WHEREAS, on [•], 2009, the Company, Charter Investment, Inc. ("**CII**") and certain direct and indirect subsidiaries of the Company (collectively, the "**Debtors**") filed petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**").

WHEREAS, the Debtors filed a joint plan of reorganization (the "**Joint Plan**") which, pursuant to the Bankruptcy Code, was confirmed by an order, entered [•], 2009 (the "**Confirmation Order**"), of the Bankruptcy Court.

WHEREAS, pursuant to the Joint Plan, among other things, and on the effective date thereof (the "**Effective Date**"), Mr. Allen and/or CII, as applicable, will receive various consideration in settlement of their rights, claims and remedies against the Debtors (other than CII) (the "**Allen Entities Settlement**"), including without limitation, shares of Class B Common Stock, par value \$.001 per share, of the Company ("**Class B Stock**"), representing 35% of the combined voting power of Class A Common Stock, par value \$.001 per share, of the Company ("**Class A Stock**") and Class B Stock.

WHEREAS, as part of the Allen Entities Settlement, Mr. Allen has agreed to certain restrictions on transfer of shares of Class B Stock received by Mr. Allen pursuant to the Joint Plan ("**Subject Securities**") and conversion of Subject Securities into Class A Stock, on a one-for-one basis, as provided by and permitted under the Company's Amended and Restated Certificate of Incorporation.

WHEREAS, the Confirmation Order provides, among other things, that Mr. Allen and the Company enter into this agreement to provide for such restrictions on transfer and conversion of Subject Securities on the terms set forth herein, and the parties desire to enter into this Agreement on such terms.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Mr. Allen hereby agree as follows:

¹ Assumes title to Class B shares will be held initially by Mr. Allen.

AGREEMENT

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

"Authorized Class B Holders" means any of (a) Mr. Allen, (b) his estate, spouse, immediate family members and heirs and (c) any trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners or other owners of which consist exclusively of Mr. Allen or such other Persons referred to in clause (b) above or a combination thereof.

"CCO" means Charter Communications Operating, LLC.

"CCO Credit Facility" means the Amended and Restated Credit Agreement, dated as of March 18, 1999, as amended and restated on March 6, 2007, among CCO, CCO Holdings, LLC, the several banks and other financial institutions or entities from time to time parties thereto, J.P. Morgan Chase Bank, N.A., as administrative agent, J.P. Morgan Chase Bank, N.A. and Bank of America, N.A., as syndication agents, Citicorp North America, Inc., Deutsche Bank Securities Inc., General Electric Capital Corporation and Credit Suisse Securities (USA) LLC, as revolving facility co-documentation agents, and Citicorp North America, Inc., Credit Suisse Securities (USA) LLC, General Electric Capital Corporation and Deutsche Bank Securities Inc., as term facility co-documentation agents.

"Change of Control" means, directly or indirectly, (a) the sale, transfer, conveyance or other disposition (other than by way of merger, consolidation or recapitalization of the Company), in one or a series of related transactions, of all or substantially all of the assets of the Company and its subsidiaries, taken as a whole, (b) the consummation of any transaction, including any merger or consolidation, the result of which is that any "person" (as such term is used in Section 13(d)(3) of the Exchange Act of 1934, as amended) other than an Authorized Class B Holder, becomes the holder, directly or indirectly, of 35% or more of the combined voting power of the capital stock of the Company or (c) the consummation of any transaction (including without limitation, a merger, consolidation or recapitalization), pursuant to which any of the outstanding capital stock of the Company is converted into or exchanged for cash, securities or other property, other than any such transaction where the capital stock of the Company outstanding immediately prior to such transaction (other than Class B Stock) is converted into or exchanged for capital stock of the surviving or transferee Person constituting a majority of the outstanding voting power of such surviving or transferee Person immediately after giving effect to such transaction.

"Lock-Up Termination Date" means the earliest to occur of (a) September 15, 2014, (b) the repayment, replacement, refinancing or substantial modification, including any waiver, to the change of control provisions of the CCO Credit Facility, and (c) a Change of Control.

"**Person**" means any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, unincorporated organization, government or agency or political subdivision thereof or any other entity.

"**Transfer**" means, directly or indirectly, any sale, assignment, gift, pledge, hypothecation, mortgage, exchange or other disposition.

2. Restriction on Transfer or Conversion of Class B Stock.

(a) From and after the Effective Date to but not including the Lock-Up Termination Date, Mr. Allen shall not Transfer any Subject Securities or convert any Subject Securities into Class A Stock; provided, that, the foregoing restrictions shall not apply to any Transfer by an Authorized Class B Holder to any other Authorized Class B Holder. Any Transfer or conversion of Subject Securities that does not comply with the foregoing restrictions shall be deemed void *ab initio*.

(b) For the avoidance of doubt, the Company acknowledges and agrees that nothing herein shall restrict or limit in any manner whatsoever the right of Mr. Allen or his affiliates to Transfer (at any time) any securities of the Company or its subsidiaries (other than Subject Securities) held from time to time by Mr. Allen or any such affiliates, including without limitation, shares of Class A Stock, warrants to purchase shares of Class A Stock and any other securities received by Mr. Allen and/or such affiliates pursuant to the Allen Entities Settlement.

3. Transfer Agent; Stop Transfer Instructions. During the term of this Agreement, Mr. Allen agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the Transfer or conversion, as applicable, of Subject Securities if and to the extent (and only to the extent) such Transfer or conversion is prohibited by Section 2(a).

4. Termination. This Agreement shall terminate without further action on the Lock-Up Termination Date or earlier upon the mutual written agreement of the parties hereto. Immediately upon the termination of this Agreement, this Agreement and all obligations hereunder of the parties hereto shall be terminated in all respects.

5. No Third Party Beneficiaries. Other than the parties to this Agreement, nothing in this Agreement, express or implied, is intended to or shall confer upon any Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed in such state without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute therefor and effects the original intent of the parties as closely as possible, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

8. Amendments. This Agreement may not be amended except by the express written agreement signed by all of the parties to this Agreement.

9. Entire Agreement. This Agreement (together with the Amended and Restated Certificate of Incorporation of the Company) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the parties to this Agreement with respect to the subject matter of this Agreement.

10. Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when such counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart.

11. Assignment. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties; provided, that, Mr. Allen may, without the consent of the other parties hereto, assign his rights and obligations hereunder to a transferee of Subject Securities permitted by this Agreement; provided further, that as a condition to such assignment, any such transferee shall have delivered to the Company a written instrument, in form and substance reasonably satisfactory to the Company, to the effect that such transferee agrees to be bound by the terms of this Agreement. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

12. Notices. The Company shall provide Mr. Allen with prompt written notice of the occurrence of any event described in clause (b) or (c) of the definition of "Lock Up Termination Date." Any notice to be given to any party hereto shall be in writing (which may include facsimile) and shall be deemed to have been given and received when delivered to the address of the receiving party as specified on the signature pages hereof. Any party may, at any time by giving five (5) days' prior written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

13. Specific Performance. The parties agree that a breach of any covenant or agreement contained in this Agreement may cause the non-breaching party to sustain irreparable damages and that money damages may not be an adequate remedy at law. The parties agree that, in the event of any breach or threatened breach of any covenant or agreement contained in this Agreement, the non-breaching party (in addition to any other remedy that may be available to it, including monetary damages) shall be entitled to seek (a) the remedy of specific performance of such covenant or agreement, and (b) an injunction restraining such breach or threatened breach.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first written above.

CHARTER COMMUNICATIONS, INC.

By: _____

Name:

Title:

Address for notices:

PAUL G. ALLEN

Address for notices:

CCH II, LLC
AND
CCH II CAPITAL CORP.,
AS ISSUERS
AND
THE BANK OF NEW YORK TRUST COMPANY, NA,
AS TRUSTEE
INDENTURE
DATED AS OF[], 2009
13.50% SENIOR NOTES DUE 2016

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Exhibits:

Exhibit A Form of Note

Exhibit B Form of Certificate to be Delivered in connection with Transfers Pursuant to Rule 144A

Exhibit C Form of Certificate to be Delivered in connection with Transfers Pursuant to Regulation S

Exhibit D Form of Certificate of Beneficial Ownership in connection with exchanges of Temporary Regulation S Global Notes

CROSS-REFERENCE TABLE

<u>TIA Section</u>	<u>Indenture Section</u>
310(a)(1)	7.10
(a)(2)	7.10
(a)(3)	N/A
(a)(4)	N/A
(b)	7.08, 7.10
(c)	N/A
311(a)	7.11
(b)	7.11
(c)	N/A
312(a)	2.05
(b)	11.03
(c)	11.03
313(a)	7.06
(b)(1)	4.17
(b)(2)	7.06
(c)	11.02
(d)	7.06
314(a)	4.03, 4.04
(b)	N/A
(c)(1)	11.04
(c)(2)	11.04
(c)(3)	11.04
(d)	N/A
(e)	11.05
(f)	N/A
315(a)	7.01
(b)	7.05, 12.02
(c)	7.01
(d)	7.01
(e)	6.11
316(a) (last sentence)	2.09
(a)(1)(A)	6.05
(a)(1)(B)	6.04
(a)(2)	N/A
(b)	6.07
317 (a)(1)	6.08
(a)(2)	6.09
(b)	2.04
318(a)	11.01

N/A means Not Applicable

Note: This Cross-Reference Table shall not, for any purpose, be deemed to be part of this Indenture.

INDENTURE dated as of [], 2009 among CCH II, LLC, a Delaware limited liability company (as further defined below, the “Company”), CCH II Capital Corp., a Delaware corporation (as further defined below, “Capital Corp” and together with the Company, the “Issuers”), and The Bank of New York Trust Company, NA, as trustee (the “Trustee”).

The Issuers and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Notes:

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 Definitions.

“Acquired Debt” means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

“Additional Notes” means any 13.50% Senior Notes due 2016 issued under this Indenture in addition to the Initial Notes (other than any Notes issued in respect of Initial Notes pursuant to Section 2.06, 2.07, 2.10, 3.06, 3.09, 4.16 or 9.05).

“Affiliate” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control,” as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; provided that beneficial ownership of 10% or more of the Voting Stock of a Person shall be deemed to be control. For purposes of this definition, the terms “controlling,” “controlled by,” and “under common control with” shall have correlative meanings.

“Agent” means any Registrar or Paying Agent.

“Applicable Premium” means the excess of (x) the present value at such redemption (or deposit) date of the sum of the redemption price of such Note at [], 2012 (such redemption price being set forth in the table in Section 3.07 hereof) plus all required interest payments due on such Note through [], 2012 (calculated based on the interest rate and excluding accrued but unpaid interest), computed using a discount rate equal to the Treasury Rate as of such redemption (or deposit) date plus 50 basis points over (y) the then outstanding principal amount of such Note.

“Asset Acquisition” means (a) an Investment by the Company or any of its Restricted Subsidiaries in any other Person pursuant to which such Person shall become a Restricted Subsidiary of the Company or any of its Restricted Subsidiaries or shall be merged with or into the Company or any of its Restricted Subsidiaries, or (b) the acquisition by the Company or any of its Restricted Subsidiaries of the assets of any Person which constitute all or substantially all of the assets of such Person, any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business.

“Asset Sale” means:

(1) the sale, lease, conveyance or other disposition of any assets or rights by the Company or a Restricted Subsidiary, other than sales of inventory in the ordinary course of the Cable Related Business; provided that the sale, conveyance or other disposition of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, shall be governed by Section 4.16 and/or Section 5.01 and not by the provisions of Section 4.11; and

(2) the issuance of Equity Interests by any Restricted Subsidiary of the Company or the sale by the Company or any Restricted Subsidiary of the Company of Equity Interests of any Restricted Subsidiary of the Company.

Notwithstanding the preceding, the following items shall not be deemed to be Asset Sales:

(1) any single transaction or series of related transactions that: (a) involves assets having a fair market value of less than \$100 million; or (b) results in net proceeds to the Company and its Restricted Subsidiaries of less than \$100 million;

(2) a transfer of assets between or among the Company and/or its Restricted Subsidiaries;

(3) an issuance of Equity Interests by a Restricted Subsidiary of the Company to the Company or to another Wholly Owned Restricted Subsidiary of the Company;

(4) a Restricted Payment that is permitted by Section 4.07, a Restricted Investment that is permitted by Section 4.08 or a Permitted Investment;

(5) the incurrence of Liens not prohibited by this Indenture and the disposition of assets related to such Liens by the secured party pursuant to a foreclosure;

(6) any transaction contemplated by the Plan of Reorganization; and

(7) any disposition of cash or Cash Equivalents.

“Attributable Debt” in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction, including any period

for which such lease has been extended or may, at the option of the lessee, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP.

“Bankruptcy Law” means Title 11, U.S. Code or any federal or state law of any jurisdiction relating to bankruptcy, insolvency, winding up, liquidation, reorganization or relief of debtors.

“Beneficial Owner” has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular “person” (as such term is used in Section 13(d)(3) of the Exchange Act) such “person” shall be deemed to have beneficial ownership of all securities that such “person” has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition.

“Board of Directors” means the board of directors or comparable governing body of CCI or, if so specified, the Company, in either case, as constituted as of the date of any determination required to be made, or action required to be taken, pursuant to this Indenture.

“Business Day” means any day other than a Legal Holiday.

“Cable Related Business” means the business of owning cable television systems and businesses ancillary, complementary or related thereto.

“Capital Corp” means CCH II Capital Corp., a Delaware corporation, and any successor Person thereto.

“Capital Lease Obligation” means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP.

“Capital Stock” means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (4) any other interest (other than any debt obligation) or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“Capital Stock Sale Proceeds” means, without duplication, the aggregate net proceeds (including the fair market value of the non-cash proceeds, as determined by an independent

appraisal firm) received by the Company or its Restricted Subsidiaries after the Issue Date, in each case:

(x) as a contribution to the common equity capital or from the issue or sale of Equity Interests (other than Disqualified Stock and other than issuances or sales to a Subsidiary of the Company) of the Company after the Issue Date, or

(y) from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of the Company that have been converted into or exchanged for such Equity Interests (other than Equity Interests (or Disqualified Stock or debt securities) sold to a Subsidiary of the Company);

provided, however, that there shall be excluded from (x) and (y) any such contribution, issuance or sale made from or attributable to “Net Proceeds” under and as defined in the Plan of Reorganization.

“Cash Equivalents” means:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than twelve months from the date of acquisition;

(3) certificates of deposit and eurodollar time deposits with maturities of twelve months or less from the date of acquisition, bankers’ acceptances with maturities not exceeding six months and overnight bank deposits, in each case, with any domestic commercial bank having combined capital and surplus in excess of \$500 million and a Thompson Bank Watch Rating at the time of acquisition of “B” or better;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having a rating at the time of acquisition of at least “P-1” from Moody’s or at least “A-1” from S&P and in each case maturing within twelve months after the date of acquisition;

(6) corporate debt obligations maturing within twelve months after the date of acquisition thereof, rated at the time of acquisition at least “Aaa” or “P-1” by Moody’s or “AAA” or “A-1” by S&P;

(7) auction-rate Preferred Stocks of any corporation maturing not later than 45 days after the date of acquisition thereof, rated at the time of acquisition at least “Aaa” by Moody’s or “AAA” by S&P;

(8) securities issued by any state, commonwealth or territory of the United States, or by any political subdivision or taxing authority thereof, maturing not later than six months after the date of acquisition thereof, rated at the time of acquisition at least “A” by Moody’s or S&P; and

(9) money market or mutual funds at least 90% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (8) of this definition.

“CCH I” means CCH I, LLC, a Delaware limited liability company, and any successor Person thereto.

“CCHC” means CCHC, LLC, a Delaware limited liability company, and any successor Person thereto.

“CCI” means Charter Communications, Inc., a Delaware corporation, and any successor Person thereto.

“CCO” means Charter Communications Operating, LLC, a Delaware limited liability company, and any successor Person thereto.

“CCO Holdings” means CCO Holdings, LLC, a Delaware limited liability company, and any successor Person thereto.

“CCOH” means CCO Holdings, LLC.

“CCOH Group” means (i) CCOH (or any successor thereto) and (ii) each Subsidiary thereof that is a Restricted Subsidiary.

“CCOH Group Indebtedness” means any Indebtedness of any member or members of the CCOH Group, so long as such Indebtedness does not constitute a Guarantee of, or other credit support for, any Indebtedness of any Person other than a member of the CCOH Group.

“Change of Control” means the occurrence of any of the following:

(1) the sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, or of a Parent and its Subsidiaries, taken as a whole, to any “person” (as such term is used in Section 13(d)(3) of the Exchange Act) other than a Parent, the Company or a Restricted Subsidiary.

(2) the adoption of a plan relating to the liquidation or dissolution of the Company or a Parent (except the liquidation of any Parent into any other Parent);

(3) the consummation of any transaction, including any merger or consolidation, the result of which is that any “person” (as defined above) other than a Parent becomes the Beneficial Owner, directly or indirectly, of more than 50% of the

Voting Stock of the Company or a Parent, measured by voting power rather than the number of shares;

(4) after the Issue Date, the first day on which a majority of the members of the Board of Directors of CCI are not Continuing Directors;

(5) the Company or a Parent consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, the Company or a Parent, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Company or such Parent is converted into or exchanged for cash, securities or other property, other than any such transaction where the Voting Stock of the Company or such Parent outstanding immediately prior to such transaction is converted into or exchanged for Voting Stock (other than Disqualified Stock) of the surviving or transferee Person constituting a majority of the outstanding shares of such Voting Stock of such surviving or transferee Person immediately after giving effect to such issuance.

Notwithstanding the foregoing, (A) a “person” shall not be deemed to have beneficial ownership of securities subject to a stock purchase agreement, merger agreement or similar agreement (or voting or option agreement related thereto) until the consummation of the transactions contemplated by such agreement and (B) any holding company whose only material asset is Equity Interests of the Company or any Parent shall not itself be considered a “person” for purposes of clause (1) or (3) above.

“Charter Holdings” means Charter Communications Holdings, LLC, a Delaware limited liability company, and any successor Person thereto.

“Charter Refinancing Subsidiary” means any direct or indirect, wholly owned Subsidiary (and any related corporate co-obligor if such Subsidiary is a limited liability company or other association not taxed as a corporation) of CCI or Charter Communications Holding Company, LLC, which is or becomes a Parent.

“CIH” means CCH I Holdings, LLC, a Delaware limited liability company, and any successor Person thereto.

“Clearstream” means Clearstream Banking, société anonyme (formerly Cedelbank).

“Company” means CCH II, LLC, a Delaware limited liability company, and any successor Person thereto.

“Consolidated EBITDA” means with respect to any Person, for any period, the consolidated net income (or net loss) of such Person and its Restricted Subsidiaries for such period calculated in accordance with GAAP plus, to the extent such amount was deducted in calculating such net income:

- (1) Consolidated Interest Expense;
- (2) income taxes;

(3) depreciation expense;

(4) amortization expense;

(5) all other non-cash items, extraordinary items and nonrecurring and unusual items (including any restructuring charges and charges related to litigation settlements or judgments) and the cumulative effects of changes in accounting principles reducing such net income, less all non-cash items, extraordinary items, nonrecurring and unusual items and cumulative effects of changes in accounting principles increasing such net income;

(6) amounts actually paid during such period pursuant to a deferred compensation plan; and

(7) for purposes of Section 4.10 only, Management Fees;

all as determined on a consolidated basis for such Person and its Restricted Subsidiaries in conformity with GAAP, provided that Consolidated EBITDA shall not include, without duplication:

(i) the net income (or net loss) of any Person that is not a Restricted Subsidiary (“Other Person”), except (i) with respect to net income, to the extent of the amount of dividends or other distributions actually paid to such Person or any of its Restricted Subsidiaries by such Other Person during such period; and (ii) with respect to net losses, to the extent of the amount of investments made by such Person or any Restricted Subsidiary of such Person in such Other Person during such period;

(ii) solely for the purposes of calculating the amount of Restricted Payments that may be made pursuant to Section 4.07(c)(3) (and in such case, except to the extent includable pursuant to clause (i) above), the net income (or net loss) of any Other Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with such Person or any Restricted Subsidiaries or all or substantially all of the property and assets of such Other Person are acquired by such Person or any of its Restricted Subsidiaries; and

(iii) any effects of fresh-start accounting adjustments.

“Consolidated Indebtedness” means, with respect to any Person as of any date of determination, the sum, without duplication, of:

(1) the total amount of outstanding Indebtedness of such Person and its Restricted Subsidiaries, plus

(2) the total amount of Indebtedness of any other Person that has been Guaranteed by the referent Person or one or more of its Restricted Subsidiaries, plus

(3) the aggregate liquidation value of all Disqualified Stock of such Person and all Preferred Stock of Restricted Subsidiaries of such Person, in each case, determined on a consolidated basis in accordance with GAAP.

“Consolidated Interest Expense” means, with respect to any Person for any period, without duplication, the sum of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including amortization or original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers’ acceptance financings, and net payments (if any) pursuant to Hedging Obligations); and

(2) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; and

(3) any interest expense on Indebtedness of another Person that is guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries (whether or not such Guarantee or Lien is called upon);

in each case, on a consolidated basis and in accordance with GAAP, excluding, however, any amount of such interest of any Restricted Subsidiary of the referent Person if the net income of such Restricted Subsidiary is excluded in the calculation of Consolidated EBITDA pursuant to clause (z) of the definition thereof (but only in the same proportion as the net income of such Restricted Subsidiary is excluded from the calculation of Consolidated EBITDA pursuant to clause (z) of the definition thereof).

“Continuing Directors” means, as of any date of determination, any member of the Board of Directors of CCI who:

(1) was a member of the Board of Directors of CCI on the Issue Date; or

(2) was nominated for election or elected to the Board of Directors of CCI with the approval of a majority of the Continuing Directors who were members of such Board of Directors of CCI at the time of such nomination or election or whose election or appointment was previously so approved.

“Corporate Trust Office of the Trustee” shall be at the address of the Trustee specified in Section 12.02 or such other address as to which the Trustee may give notice to the Issuers.

“Credit Facilities” means, with respect to the Company and/or its Restricted Subsidiaries, one or more debt facilities or commercial paper facilities, in each case with banks or other lenders providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such

lenders against such receivables) or letters of credit, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time.

“Default” means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

“Definitive Note” means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06, substantially in the form of Exhibit A hereto, except that such Note shall not bear the Global Note Legend and shall not have the “Schedule of Exchanges of Interests in the Global Note” attached thereto.

“Depository” means, with respect to the Global Notes, the Person specified in Section 2.03 as the Depository with respect to the Notes, and any and all successors thereto appointed as depository hereunder and having become such pursuant to the applicable provision of this Indenture.

“Disclosure Statement” means the disclosure statement dated [], 2009 relating to the Plan of Reorganization and approved by the United States Bankruptcy Court for the Southern District of New York.

“Disposition” means, with respect to any Person, any merger, consolidation or other business combination involving such Person (whether or not such Person is the surviving Person) or the sale, assignment, transfer, lease or conveyance, or other disposition of all or substantially all of such Person’s assets or Capital Stock.

“Disqualified Stock” means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the date on which the Notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Company to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock if the terms of such Capital Stock provide that the Company may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with Section 4.07.

“Equity Interests” means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

“Equity Offering” means any private or public offering of Qualified Capital Stock of the Company (other than to a Parent or one of its Subsidiaries) or a Parent of which the gross cash proceeds to the Company or received by the Company as a capital contribution from such Parent (directly or indirectly), as the case may be, are at least \$25 million, other than public offerings with respect to the Company’s membership interests or a Parent’s membership interests or common stock, as applicable, registered on Form S-8, provided that the offering of Qualified

Capital Stock issued pursuant to the Plan of Reorganization shall not constitute an “Equity Offering.”

“Euroclear” means Morgan Guaranty Trust Company of New York, Brussels office, as operator of the Euroclear system.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Existing Indebtedness” means Indebtedness of the Company and its Restricted Subsidiaries in existence on the Issue Date, until such amounts are repaid.

“GAAP” means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the Issue Date.

“Global Note Legend” means the legend set forth in Section 2.06(f)(ii), which is required to be placed on all Global Notes issued under this Indenture.

“Global Notes” means, individually and collectively, each of the Restricted Global Notes and the Unrestricted Global Notes.

“Government Securities” means direct obligations of, or obligations guaranteed by, the United States of America, and the payment for which the United States pledges its full faith and credit.

“Guarantee” or “guarantee” means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness, measured as the lesser of the aggregate outstanding amount of the Indebtedness so guaranteed and the face amount of the guarantee.

“Hedging Obligations” means, with respect to any Person, the obligations of such Person under:

- (1) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements;
- (2) interest rate option agreements, foreign currency exchange agreements, foreign currency swap agreements; and
- (3) other agreements or arrangements designed to protect such Person against fluctuations in interest and currency exchange rates.

“Holder” means a holder of the Notes.

“Indebtedness” means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent:

- (1) in respect of borrowed money;
- (2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);
- (3) in respect of banker’s acceptances;
- (4) representing Capital Lease Obligations;
- (5) in respect of the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable; or
- (6) representing the notional amount of any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term “Indebtedness” includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the guarantee by such Person of any indebtedness of any other Person.

The amount of any Indebtedness outstanding as of any date shall be:

- (1) the accreted value thereof, in the case of any Indebtedness issued with original issue discount; and
- (2) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

“Indenture” means this Indenture, as amended or supplemented from time to time.

“Initial Additional Notes” means Additional Notes issued in an offering not registered under the Securities Act.

“Initial Notes” means the Issuers’ 13.50% Senior Notes due 2016, issued on the Issue Date (and any Notes issued in respect thereof pursuant to Section 2.06, 2.07, 2.10, 3.06, 3.09, 4.16 or 9.05).

“Investment Grade Rating” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P.

“Investments” means, with respect to any Person, all investments by such Person in other Persons, including Affiliates, in the forms of direct or indirect loans (including guarantees of Indebtedness or other obligations), advances or capital contributions (excluding commission,

travel and similar advances to officers and employees made in the ordinary course of business) and purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP.

“Issue Date” means [], 2009.

“Issuers” has the meaning assigned to it in the preamble to this Indenture.

“Legal Holiday” means a Saturday, a Sunday or a day on which banking institutions in The City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue on such payment for the intervening period.

“Leverage Ratio” means, as to the Company, as of any date, the ratio of:

- (1) the Consolidated Indebtedness of the Company on such date to
- (2) the aggregate amount of Consolidated EBITDA for the Company for the most recently ended fiscal quarter for which internal financial statements are available (the “Reference Period”), multiplied by four.

In addition to the foregoing, for purposes of this definition, “Consolidated EBITDA” shall be calculated on a pro forma basis after giving effect to

- (1) the issuance of the Notes;
- (2) the incurrence of the Indebtedness or the issuance of the Disqualified Stock by the Company or a Restricted Subsidiary or Preferred Stock of a Restricted Subsidiary (and the application of the proceeds therefrom) giving rise to the need to make such calculation and any incurrence or issuance (and the application of the proceeds therefrom) or repayment of other Indebtedness, Disqualified Stock or Preferred Stock of a Restricted Subsidiary, other than the incurrence or repayment of Indebtedness for ordinary working capital purposes, at any time subsequent to the beginning of the Reference Period and on or prior to the date of determination, as if such incurrence (and the application of the proceeds thereof), or the repayment, as the case may be, occurred on the first day of the Reference Period; and
- (3) any Dispositions or Asset Acquisitions (including any Asset Acquisition giving rise to the need to make such calculation as a result of such Person or one of its Restricted Subsidiaries (including any person that becomes a Restricted Subsidiary as a result of such Asset Acquisition) incurring, assuming or otherwise becoming liable for or issuing Indebtedness, Disqualified Stock or Preferred Stock) made on or subsequent to the first day of the Reference Period and on or prior to the date of determination, as if such Disposition or Asset Acquisition (including the incurrence, assumption or liability for any such Indebtedness, Disqualified Stock or Preferred Stock and also including any Consolidated EBITDA associated with such Asset Acquisition,

including any cost savings adjustments in compliance with Regulation S-X promulgated by the SEC) had occurred on the first day of the Reference Period.

In calculating the Leverage Ratio, the Consolidated Indebtedness of the Company on such date shall not include Indebtedness incurred pursuant to paragraph (1) of Section 4.10 that is or was incurred in connection with the transaction for which the calculation is being made.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

“Management Fees” means the fees (including expense reimbursements) payable to any Parent pursuant to the management and mutual services agreements between any Parent of the Company and CCO or between any Parent of the Company and other Restricted Subsidiaries of the Company or pursuant to the limited liability company agreements of certain Restricted Subsidiaries as such management, mutual services or limited liability company agreements exist on the Issue Date (or, if later, on the date any new Restricted Subsidiary is acquired or created), including any amendment or replacement thereof, provided, that any such new agreements or amendments or replacements of existing agreements, taken as a whole, are not more disadvantageous to the holders of the Notes in any material respect than such agreements existing on the Issue Date and further provided, that such new, amended or replacement management agreements do not provide for percentage fees, taken together with fees under existing agreements, any higher than 3.5% of CCI’s consolidated total revenues for the applicable payment period.

“Moody’s” means Moody’s Investors Service, Inc. or any successor to the rating agency business thereof.

“Net Proceeds” means the aggregate cash proceeds received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale, including legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result thereof or taxes paid or payable as a result thereof (including amounts distributable in respect of owners’, partners’ or members’ tax liabilities resulting from such sale), in each case after taking into account any available tax credits or deductions and any tax sharing arrangements and amounts required to be applied to the repayment of Indebtedness.

“Non-Recourse Debt” means Indebtedness:

(1) as to which neither the Company nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness); (b) is directly or indirectly liable as a guarantor or otherwise; or (c) constitutes the lender;

(2) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Indebtedness (other than the Notes) of the Company or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity; and

(3) as to which the lenders have been notified in writing that they will not have any recourse to the Capital Stock or assets of the Company or any of its Restricted Subsidiaries.

“Non-U.S. Person” means a Person who is not a U.S. Person.

“Note” or “Notes” means the Initial Notes and any Additional Notes.

“Note Custodian” means the Trustee when serving as custodian for the Depository with respect to the Global Notes, or any successor entity thereto.

“Note Guarantee” means the unconditional Guarantee by any Parent of the Issuers’ payment Obligations under the Notes pursuant to Article X and the provisions of the Notes.

“Obligations” means any principal, interest, penalties, fees, indemnifications, reimbursements, damages, Guarantees and other liabilities payable under the documentation governing any Indebtedness, in each case, whether now or hereafter existing, renewed or restructured, whether or not from time to time decreased or extinguished and later increased, created or incurred, whether or not arising on or after the commencement of a case under Title 11, U.S. Code or any similar federal or state law for the relief of debtors (including post-petition interest) and whether or not allowed or allowable as a claim in any such case.

“Officer” means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary or any Vice-President of such Person.

“Officers’ Certificate” means a certificate signed on behalf of the Company or Capital Corp, as the case may be, by two Officers of the Company or Capital Corp, as the case may be, one of whom must be the principal executive officer, the chief financial officer or the treasurer of the Company or Capital Corp, as the case may be, that meets the requirements of Section 11.05.

“Opinion of Counsel” means an opinion from legal counsel that meets the requirements of Section 11.05. The counsel may be an employee of or counsel to the Company or any Subsidiary of the Company.

“Other Global Note” means a global note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depository or its nominee that will be issued (or the principal amount of which will be increased) in connection with a transfer pursuant to Section 2.16(d).

“Parent” means CCH I, CIH, Charter Holdings, CCHC, Charter Communications Holding Company, LLC, CCI and/or any direct or indirect Subsidiary of the foregoing 100% of the Capital Stock of which is owned directly or indirectly by one or more of the foregoing Persons, as applicable, and that directly or indirectly beneficially owns 100% of the Capital Stock of the Company, and any successor Person to any of the foregoing.

“Parent Guarantor” means any Parent that executes a Note Guarantee in accordance with the provisions of this Indenture, and their respective successors and assigns.

“Participant” means, with respect to the Depository, Euroclear or Clearstream, a Person who has an account with the Depository, Euroclear or Clearstream, respectively (and, with respect to DTC, shall include Euroclear and Clearstream).

“Permanent Regulation S Global Note” means a Regulation S Global Note that does not bear the Temporary Regulation S Legend.

“Permitted Investments” means:

(1) any Investment by the Company in a Restricted Subsidiary thereof, or any Investment by a Restricted Subsidiary of the Company in the Company or in another Restricted Subsidiary of the Company;

(2) any Investment in Cash Equivalents;

(3) any Investment by the Company or any of its Restricted Subsidiaries in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary of the Company;

or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with Section 4.11;

(5) any Investment made out of the net cash proceeds of the issue and sale (other than to a Subsidiary of the Company) of Equity Interests (other than Disqualified Stock) of the Company or cash contributions to the common equity of the Company, in each case after the Issue Date, to the extent that such net cash proceeds have not been applied to make a Restricted Payment or to effect other transactions pursuant to Section 4.07 hereof (with the amount of usage of the basket in this clause (5) being determined net of the aggregate amount of principal, interest, dividends, distributions, repayments, proceeds or other value otherwise returned or recovered in respect of any such Investment, but not to exceed the initial amount of such Investment);

(6) other Investments (which Investments shall not be used for the payment of dividends or distributions with respect to Equity Interests of the Company or for the repayment, prepayment, purchase, defeasance or other retirement of indebtedness that is subordinated in right of payment to the Notes) in any Person (other than any Parent) having an aggregate fair market value, when taken together with all other Investments in any Person made by the Company and its Restricted Subsidiaries (without duplication) pursuant to this clause (6) from and after the Issue Date, not to exceed \$650 million (initially measured on the date each such Investment was made and without giving effect to subsequent changes in value, but reducing the amount outstanding by the aggregate amount of principal, interest, dividends, distributions, repayments, proceeds or other value otherwise returned or recovered in respect of any such Investment, but not to exceed the initial amount of such Investment) at any one time outstanding;

(7) Investments in customers and suppliers in the ordinary course of business which either (A) generate accounts receivable or (B) are accepted in settlement of bona fide disputes;

(8) Investments consisting of payments by the Company or any of its subsidiaries of amounts that are neither dividends nor distributions but are payments of the kind described in Section 4.07(4) to the extent such payments constitute Investments;

(9) regardless of whether a Default then exists, Investments in any Unrestricted Subsidiary made by the Company and/or any of its Restricted Subsidiaries with the proceeds of distributions from any Unrestricted Subsidiary; and

(10) any Investment by the Company or any of its Restricted Subsidiaries so long as the proceeds of such Investment are used to pay Specified Fees and Expenses.

“Permitted Liens” means:

(1) Liens on the assets of the CCOH Group securing CCOH Group Indebtedness and related Obligations;

(2) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with the Company; provided that such Liens were in existence prior to the contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with the Company and related assets, such as the proceeds thereof;

(3) Liens on property existing at the time of acquisition thereof by the Company; provided that such Liens were in existence prior to the contemplation of such acquisition;

(4) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business;

(5) purchase money mortgages or other purchase money Liens (including any Capital Lease Obligations) incurred by the Company upon any fixed or capital assets acquired after the Issue Date or purchase money mortgages (including Capital Lease Obligations) on any such assets, whether or not assumed, existing at the time of acquisition of such assets, whether or not assumed, so long as

(a) such mortgage or Lien does not extend to or cover any of the assets of the Company, except the asset so developed, constructed, or acquired, and directly related assets such as enhancements and modifications thereto, substitutions, replacements, proceeds (including insurance proceeds), products, rents and profits thereof, and

(b) such mortgage or Lien secures the obligation to pay all or a portion of the purchase price of such asset, interest thereon and other charges, costs and expenses (including the cost of design, development, construction, acquisition, transportation, installation, improvement, and migration) and is incurred in connection therewith (or the obligation under such Capital Lease Obligation) only;

(6) Liens existing on the Issue Date and replacement Liens therefor that do not encumber additional property;

(7) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; provided that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

(8) statutory and common law Liens of landlords and carriers, warehousemen, mechanics, suppliers, materialmen, repairmen or other similar Liens arising in the ordinary course of business and with respect to amounts not yet delinquent or being contested in good faith by appropriate legal proceedings promptly instituted and diligently conducted and for which a reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made;

(9) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security;

(10) Liens incurred or deposits made to secure the performance of tenders, bids, leases, statutory or regulatory obligation, bankers' acceptance, surety and appeal bonds, government contracts, performance and return-of-money bonds and other obligations of a similar nature incurred in the ordinary course of business (exclusive of obligations for the payment of borrowed money);

(11) easements, rights-of-way, municipal and zoning ordinances and similar charges, encumbrances, title defects or other irregularities that do not materially

interfere with the ordinary course of business of the Company or any of its Restricted Subsidiaries;

(12) Liens of franchisors or other regulatory bodies arising in the ordinary course of business;

(13) Liens arising from filing Uniform Commercial Code financing statements regarding leases or other Uniform Commercial Code financing statements for precautionary purposes relating to arrangements not constituting Indebtedness;

(14) Liens arising from the rendering of a final judgment or order against the Company or any of its Restricted Subsidiaries that does not give rise to an Event of Default;

(15) Liens securing reimbursement obligations with respect to letters of credit that encumber documents and other property relating to such letters of credit and the products and proceeds thereof;

(16) Liens encumbering customary initial deposits and margin deposits, and other Liens that are within the general parameters customary in the industry and incurred in the ordinary course of business, in each case, securing Indebtedness under Hedging Obligations and forward contracts, options, future contracts, future options or similar agreements or arrangements designed solely to protect the Company or any of its Restricted Subsidiaries from fluctuations in interest rates, currencies or the price of commodities;

(17) Liens consisting of any interest or title of licensor in the property subject to a license;

(18) Liens on the Capital Stock of Unrestricted Subsidiaries;

(19) Liens arising from sales or other transfers of accounts receivable which are past due or otherwise doubtful of collection in the ordinary course of business;

(20) Liens incurred with respect to obligations which in the aggregate do not exceed \$50 million at any one time outstanding;

(21) Liens in favor of the Trustee arising under the provisions of Section 7.07 of this Indenture and similar provisions in favor of trustees or other agents or representatives under indentures or other agreements governing debt instruments entered into after the date hereof;

(22) Liens in favor of the Trustee for its benefit and the benefit of Holders as their respective interests appear; and

(23) Liens securing Permitted Refinancing Indebtedness, to the extent that the Indebtedness being refinanced was secured or was permitted to be secured by such Liens.

“Permitted Refinancing Indebtedness” means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used, within 60 days after the date of issuance thereof, to extend, refinance, renew, replace, defease or refund, other Indebtedness of the Company or any of its Restricted Subsidiaries (other than intercompany Indebtedness); provided that unless permitted otherwise by this Indenture, no Indebtedness of any Restricted Subsidiary may be issued in exchange for, nor may the net proceeds of Indebtedness be used to extend, refinance, renew, replace, defease or refund, Indebtedness of the Company; provided further that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount of (or accreted value, if applicable), plus accrued interest and premium, if any, on the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of reasonable expenses incurred in connection therewith), except to the extent that any such excess principal amount (or accreted value, as applicable) would be then permitted to be incurred by other provisions of Section 4.10;

(2) such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the Notes on terms at least as favorable to the Holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

“Person” means any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, unincorporated organization, government or agency or political subdivision thereof or any other entity.

“Plan of Reorganization” means the Plan of Reorganization of Charter Communications, Inc., et al. dated [], 2009 and confirmed by the the United States Bankruptcy Court for the Southern District of New York on [], 2009.

“Preferred Stock,” as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which, by its terms, is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

“Private Placement Legend” means the legend set forth in Section 2.06(f)(i) to be placed on all Notes issued under this Indenture except where otherwise permitted by the provisions of this Indenture.

“Productive Assets” means assets (including assets of a Person owned directly or indirectly through ownership of Capital Stock) of a kind used or useful in the Cable Related Business.

“QIB” means a “qualified institutional buyer” as defined in Rule 144A.

“QIB Global Note” means a global note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depository or its nominee that will be issued in an initial denomination that, when aggregated with the initial denomination of the other QIB Global Notes, will equal the outstanding principal amount of the Initial Notes or any Initial Additional Notes, in each case initially sold in reliance on Rule 144A or Section 4(2) of the Securities Act.

“Qualified Capital Stock” means any Capital Stock that is not Disqualified Stock.

“Rating Agencies” means Moody’s and S&P.

“Refinancing Specified Parent Indebtedness” means, with respect to Specified Parent Indebtedness, new Indebtedness incurred by a Parent to refinance (a) such Specified Parent Indebtedness or (b) Refinancing Specified Parent Indebtedness in respect of such Specified Parent Indebtedness; provided that while such new Indebtedness is outstanding, the Specified Parent Indebtedness being refinanced (if it had remained outstanding) would continue to qualify as Specified Parent Indebtedness.

“Registration Rights Agreement” means the Registration Rights Agreement dated [], 2009, between the Issuers and certain investors with respect to the Notes issued hereunder.

“Regulation S” means Regulation S promulgated under the Securities Act.

“Regulation S Global Note” means a global note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depository or its nominee that will be issued in an initial denomination that, when aggregated with the initial denominations of the other Regulation S Global Notes, will equal the outstanding principal amount of the Initial Notes or any Initial Additional Notes, in each case, initially sold in reliance on Rule 903 of Regulation S.

“Responsible Officer” means, when used with respect to the Trustee, any officer assigned to the Corporate Trust Office of the Trustee, including any vice president, assistant vice president, assistant treasurer, or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and having direct responsibility for the administration of this Indenture, and also, with respect to a particular matter, any other officer to whom such matter is referred because of such officer’s knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

“Restricted Definitive Note” means a Definitive Note bearing the Private Placement Legend.

“Restricted Global Note” means a Global Note bearing the Private Placement Legend.

“Restricted Investment” means an Investment other than a Permitted Investment.

“Restricted Period” means the relevant 40-day distribution compliance period as defined in Regulation S.

“Restricted Subsidiary” of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

“Rule 144” means Rule 144 promulgated under the Securities Act.

“Rule 144A” means Rule 144A promulgated under the Securities Act.

“Rule 903” means Rule 903 promulgated under the Securities Act.

“Rule 904” means Rule 904 promulgated under the Securities Act.

“S&P” means Standard & Poor’s Ratings Service, a division of the McGraw-Hill Companies, Inc. or any successor to the rating agency business thereof.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended.

“Series A Preferred Stock” means the 15% Series A Preferred Stock of CCI issued pursuant to the Plan, including any Series A Preferred Stock issued, or deemed issued pursuant to the terms thereof as they exist on the Issue Date.

“Significant Subsidiary” means (a) with respect to any Person, any Restricted Subsidiary of such Person which would be considered a “Significant Subsidiary” as defined in Rule 1-02(w) of Regulation S-X under the Securities Act and (b) in addition, with respect to the Company, Capital Corp.

“Special Interest” means special or additional interest in respect of the Notes that is payable by the Issuers as liquidated damages upon specified registration defaults pursuant to the Registration Rights Agreement.

“Specified Fees and Expenses” has the meaning assigned to such term in the Plan of Reorganization.

“Specified Parent Indebtedness” means Indebtedness incurred by a Parent whose proceeds are contributed to the Company (whether as an equity investment or in the form of an exchange for Indebtedness of the Company) and used to benefit the business of the Company and its Restricted Subsidiaries and not used directly or indirectly to pay a dividend from the Company; provided that the Company shall, within 5 Business Days of such incurrence, deliver to Trustee an Officers’ Certificate specifying such Indebtedness as “Specified Parent Indebtedness” and disclosing the use of proceeds therefrom.

“Stated Maturity” means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness on the Issue Date, or, if none, the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

“Subsidiary” means, with respect to any Person:

(1) any corporation, association or other business entity of which at least 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and, in the case of any such entity of which 50% of the total voting power of shares of Capital Stock is so owned or controlled by such Person or one or more of the other Subsidiaries of such Person, such Person and its Subsidiaries also have the right to control the management of such entity pursuant to contract or otherwise; and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person, or (b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

“Tax” shall mean any tax, duty, levy, impost, assessment or other governmental charge (including penalties, interest and any other liabilities related thereto).

“Temporary Regulation S Global Note” means a Regulation S Global Note that bears the Temporary Regulation S Legend.

“TIA” or “Trust Indenture Act” means the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbb) as in effect on the date on which this Indenture is qualified under the TIA; provided, however, that in the event the Trust Indenture Act of 1939 is amended after such date, then “TIA” means, to the extent required by such amendment, the Trust Indenture Act of 1939 as so amended.

“Transfer Restricted Notes” means Notes that bear or are required to bear the Private Placement Legend.

“Treasury Rate” means, as of the applicable redemption date, the yield to maturity as of such redemption (or deposit) date of the United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to such redemption (or deposit) date (or, if such Statistical Release is no longer published, any publicly available source of similar market date)) most nearly equal to the period from such redemption (or deposit) date to [], 2012; provided, however, that if the period from such redemption (or deposit) date to [], 2012, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

“Trustee” means The Bank of New York Trust Company, NA until a successor replaces The Bank of New York Trust Company, NA in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

“Unrestricted Global Note” means a permanent global note substantially in the form of Exhibit A attached hereto that bears the Global Note Legend and that has the “Schedule of Exchanges of Interests in the Global Note” attached thereto, and that is deposited with or on behalf of and registered in the name of the Depository, representing a series of Notes that do not bear the Private Placement Legend.

“Unrestricted Subsidiary” means any Subsidiary of the Company that is designated by the Board of Directors of the Company as an Unrestricted Subsidiary pursuant to a board resolution, but only to the extent that such Subsidiary:

- (1) has no Indebtedness other than Non-Recourse Debt;
- (2) is not party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary thereof unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company unless such terms constitute Restricted Investments permitted under Section 4.08, Permitted Investments, Asset Sales permitted under Section 4.11 or sale and leaseback transactions permitted under Section 4.12;
- (3) is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation: (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person’s financial condition or to cause such Person to achieve any specified levels of operating results;
- (4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Company or any of its Restricted Subsidiaries; and
- (5) does not own any Capital Stock of any Restricted Subsidiary of the Company.

Any designation of a Subsidiary of the Company as an Unrestricted Subsidiary shall be evidenced to the Trustee by delivering to the Trustee a certified copy of the board resolution giving effect to such designation and an Officers’ Certificate certifying that such designation complied with the preceding conditions and was permitted by Section 4.08. If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture and any Indebtedness of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary of the Company as of such date and, if such Indebtedness is not permitted to be incurred as of such date under Section 4.10, the Company shall be in default of Section 4.10. The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if:

(1) such Indebtedness is permitted under Section 4.10 calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period; and

(2) no Default or Event of Default would be in existence immediately following such designation.

“U.S. Person” means a U.S. person as defined in Rule 902(k) under the Securities Act.

“Voting Stock” of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the board of directors or comparable governing body of such Person.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

“Wholly Owned Restricted Subsidiary” of any Person means a Restricted Subsidiary of such Person where all of the outstanding common equity interests or other ownership interests of such Restricted Subsidiary (other than directors’ qualifying shares) shall at the time be owned by such Person and/or by one or more Wholly Owned Restricted Subsidiaries of such Person.

Section 1.02 Other Definitions.

<u>Term</u>	<u>Defined in Section</u>
Affiliate Transaction	4.13
Agent Members	2.06(a)
Asset Sale Offer	3.09
Authentication Order	2.02
Capital Corp	Preamble
CCOH Guaranteed Indebtedness	4.20
Change of Control Offer	4.16
Change of Control Payment	4.16
Change of Control Payment Date	4.16(1)
Company	Preamble
Covenant Defeasance	8.03
DTC	2.03
Event of Default	6.01
Excess Proceeds	4.11(c)
Guaranteed Indebtedness	4.17
Incur	4.10

<u>Term</u>	<u>Defined in Section</u>
Issuers	Preamble
Legal Defeasance	8.02
Offer Amount	3.09
Offer Period	3.09
Option of Holder to Elect Purchase	4.16(4), 3.09(f)
Paying Agent	2.03
Payment Default	6.01(5)(a)
Permitted Debt	4.10
Preferred Stock Financing	4.10
Purchase Date	3.09
QIBs	2.01(b)
Registrar	2.03
Regulation S	2.01(b)
Restricted Payments	4.07(c)
Rule 144A	2.01(b)
Subordinated Debt Financing	4.10
Subordinated Notes	4.10
Subsidiary Guarantee	4.17(1)
Suspended Covenants	4.19
Temporary Regulation S Legend	2.06(f)(iii)
Trustee	8.05, Preamble

Section 1.03 Incorporation by Reference of Trust Indenture Act. Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

“indenture securities” means the Notes;

“indenture security holder” means a Holder of a Note;

“indenture to be qualified” means this Indenture;

“indenture trustee” or “institutional trustee” means the Trustee; and

“obligor” on the Notes means the Issuers and any successor obligor upon the Notes.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA have the meanings so assigned to them.

Section 1.04 Rules of Construction. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it, and all accounting determinations shall be made, in accordance with GAAP;

(3) “or” is not exclusive and “including” means “including without limitation”;

(4) words in the singular include the plural, and in the plural include the singular;

(5) all exhibits are incorporated by reference herein and expressly made a part of this Indenture;

(6) references to sections of or rules under the Securities Act shall be deemed to include substitute, replacement of successor sections or rules adopted by the SEC from time to time;

(7) references to any statute, law, rule or regulation shall be deemed to refer to the same as from time to time amended and in effect and to any successor statute, law, rule or regulation; and

(8) any transaction or event shall be considered “permitted by” or made “in accordance with” or “in compliance with” this Indenture or any particular provision thereof if such transaction or event is not expressly prohibited by this Indenture or such provision, as the case may be.

ARTICLE II

THE NOTES

Section 2.01 Form and Dating.

(a) General. The Notes and the Trustee’s certificate of authentication shall be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note shall be dated the date of its authentication. The Notes shall be in denominations of \$1,000 and integral multiples thereof.

The Global Notes shall be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee as custodian for the Depository, and registered in the name of the Depository or a nominee of the Depository, duly executed by the Issuers and authenticated by the Trustee as hereinafter provided.

Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate amount of outstanding Notes from time to time endorsed thereon and that the aggregate amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges, redemptions and transfers of interests. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of outstanding Notes represented thereby

shall be made by the Trustee or the Note Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06 hereof.

(b) The Initial Notes are being issued by the Issuers only (i) to “qualified institutional buyers” (as defined in Rule 144A under the Securities Act (“Rule 144A”)) (“QIBs”) and (ii) in reliance on Regulation S under the Securities Act (“Regulation S”). After such initial offers, Initial Notes that are Transfer Restricted Notes may be transferred (i) to QIBs in reliance on Rule 144A, (ii) outside the United States pursuant to Regulation S, (iii) to the Issuers, in each case, in accordance with the terms of this Indenture and the Notes or (iv) pursuant to other transfers that do not require registration under the Securities Act. Initial Notes that are offered to QIBs in reliance on Section 4(2) of the Securities Act shall be issued in the form of one or more permanent QIB Global Notes deposited with the Trustee, as Note Custodian, duly executed by the Issuers and authenticated by the Trustee as hereinafter provided. Initial Notes that are offered in offshore transactions in reliance on Regulation S shall be issued in the form of one or more Temporary Regulation S Global Notes deposited with the Trustee, as Note Custodian, duly executed by the Issuers and authenticated by the Trustee as hereinafter provided. The QIB Global Notes and the Regulation S Global Notes shall each be issued with separate CUSIP numbers. The aggregate principal amount of each Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee, as Note Custodian. Transfers of Notes between or among QIBs and to or by purchasers pursuant to Regulation S shall be represented by appropriate increases and decreases to the respective amounts of the appropriate Global Notes, as more fully provided in Sections 2.06 and 2.16.

Section 2.01(b) shall apply only to Global Notes deposited with or on behalf of the Depository.

(c) The Trustee shall have no responsibility or obligation to any Holder that is a member of (or a participant in) DTC or any other Person with respect to the accuracy of the records of DTC (or its nominee) or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery of any notice (including any notice of redemption) or the payment of any amount or delivery of any Notes (or other security or property) under or with respect to the Notes. The Trustee may rely (and shall be fully protected in relying) upon information furnished by DTC with respect to its members, participants and any beneficial owners in the Notes.

(d) Definitive Notes shall be substantially in the form of Exhibit A attached hereto (but without including the text referred to in footnotes 2 and 3 thereto).

Section 2.02 Execution and Authentication. An Officer shall sign the Notes for each Issuer by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

A Note shall not be valid until authenticated by the manual signature (which may be by facsimile) of the Trustee. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture. At any time and from time to time after the execution and

delivery of this Indenture, the Issuers may deliver Notes executed by the Issuers to the Trustee for authentication; and the Trustee shall authenticate and deliver (i) Initial Notes for original issue in the aggregate principal amount of \$[], and (ii) Additional Notes from time to time for original issue in aggregate principal amount specified by the Issuers, in each case specified in clauses (i) through (ii) above, upon a written order of the Issuers signed by an Officer of each of the Issuers (an “Authentication Order”). Such Authentication Order shall specify the amount of Notes to be authenticated and the date on which the Notes are to be authenticated, whether such notes are to be Initial Notes or Additional Notes and whether the Notes are to be issued as one or more Global Notes and such other information as the Issuers may include or the Trustee may reasonably request. The aggregate principal amount of Notes which may be authenticated and delivered under this Indenture is unlimited.

The Trustee may appoint an authenticating agent acceptable to the Issuers to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Issuers.

Section 2.03 Registrar and Paying Agent. The Issuers shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange (“Registrar”) and an office or agency where Notes may be presented for payment (“Paying Agent”). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Issuers may appoint one or more co-registrars and one or more additional paying agents. The term “Registrar” includes any co-registrar and the term “Paying Agent” includes any additional paying agent. The Issuers may change any Paying Agent or Registrar without notice to any Holder. The Issuers shall notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Issuers fail to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

The Issuers initially appoint The Depository Trust Company (“DTC”) to act as Depository with respect to the Global Notes.

The Issuers initially appoint the Trustee to act as the Registrar and Paying Agent and to act as Note Custodian with respect to the Global Notes.

Section 2.04 Paying Agent to Hold Money in Trust. The Issuers shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal, premium, if any, or interest on the Notes, and shall notify the Trustee of any default by the Issuers in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Issuers at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Subsidiary) shall have no further liability for the money. If the Company or a Subsidiary acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying

Agent. Upon any bankruptcy or reorganization proceedings relating to the Issuers, the Trustee shall serve as Paying Agent for the Notes.

Section 2.05 Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with TIA Section 312(a). If the Trustee is not the Registrar, the Issuers shall furnish to the Trustee at least seven Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes and the Issuers shall otherwise comply with TIA Section 312(a).

Section 2.06 Transfer and Exchange.

(a) Each Global Note shall (i) be registered in the name of the Depository for such Global Notes or the nominee of such Depository, (ii) be delivered to the Trustee as custodian for such Depository and (iii) bear legends as set forth in Section 2.06(f).

Members of, or participants in, the Depository (“Agent Members”) shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Depository, or the Trustee as its custodian, or under such Global Note, and the Depository may be treated by the Issuers, the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuers, the Trustee or any agent of the Issuers or the Trustee, from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Note.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, but not in part, to the Depository, its successors or their respective nominees. Interests of beneficial owners in a Global Note may be transferred in accordance with Section 2.16 and the rules and procedures of the Depository. In addition, Definitive Notes shall be transferred to all beneficial owners in exchange for their beneficial interests if (i) the Depository notifies the Issuers that the Depository is unwilling or unable to continue as Depository for the Global Notes or the Depository ceases to be a “clearing agency” registered under the Exchange Act and a successor depository is not appointed by the Issuers within ninety (90) days of such notice, (ii) the Issuers at their sole discretion, notify the Trustee in writing that they elect to cause the issuance of Definitive Notes under this Indenture or (iii) an Event of Default of which a Responsible Officer of the Trustee has actual notice has occurred and is continuing and the Registrar has received a request from the Depository to issue such Definitive Notes.

(c) In connection with the transfer of the entire Global Note to beneficial owners pursuant to clause (b) of this Section, such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Issuers shall execute, and the Trustee shall authenticate and deliver, to each beneficial owner identified by the Depository in exchange for its beneficial interest in such Global Note an equal aggregate principal amount of Definitive Notes of authorized denominations.

(d) The registered holder of a Global Note may grant proxies and otherwise authorize any person, including Agent Members and persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Notes.

(e) A Definitive Note may not be transferred or exchanged for a beneficial interest in a Global Note.

(f) Legends. The following legends shall appear on the face of all Global Notes and Definitive Notes issued under this Indenture unless specifically stated otherwise in the applicable provisions of this Indenture.

(i) Private Placement Legend. Except as permitted by Section 2.16, each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution thereof) shall bear the legend in substantially the following form:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAW. THE HOLDER HEREOF, BY PURCHASING THIS SECURITY, AGREES FOR THE BENEFIT OF THE COMPANY THAT NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION THEREIN MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED (X) PRIOR TO THE FIRST ANNIVERSARY OF THE ISSUANCE HEREOF OR (Y) AT ANY TIME BY ANY TRANSFEROR THAT WAS AN AFFILIATE OF EITHER ISSUER DURING THE THREE MONTHS PRECEDING THE DATE OF SUCH OFFER, RESALE, PLEDGE OR OTHER TRANSFER, IN EITHER CASE, OTHER THAN (1) TO AN ISSUER, (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (3) SO LONG AS THIS SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON WHOM THE TRANSFEROR REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN EACH CASE, TO WHOM NOTICE IS GIVEN THAT THE OFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (4) TO NON-U.S. PERSONS IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, OR (5) IN ANY OTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND SUBJECT TO THE TRUSTEE OR THE ISSUERS RECEIVING SUCH CERTIFICATES, LEGAL OPINIONS AND OTHER INSTRUMENTS, IN THE CASE OF TRANSFERS PURSUANT TO CLAUSES (3), (4) OR (5), AS MAY BE REQUIRED BY THE INDENTURE.

(ii) Global Note Legend. Each Global Note shall bear a legend in substantially the following form:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY OR SUCH OTHER REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF CEDE & CO. OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.

(iii) Temporary Regulation S Legend. Each Regulation S Global Note shall initially bear a legend (the "Temporary Regulation S Legend") in substantially the following form:

THE HOLDER OF THIS NOTE BY ACCEPTANCE HEREOF ALSO AGREES, REPRESENTS AND WARRANTS THAT IF IT IS A PURCHASER IN A SALE THAT OCCURS OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S OF THE SECURITIES ACT, IT ACKNOWLEDGES THAT, UNTIL EXPIRATION OF THE "40-DAY DISTRIBUTION COMPLIANCE PERIOD" WITHIN THE MEANING OF RULE 903 OF REGULATION S, ANY OFFER OR SALE OF THIS NOTE SHALL NOT BE MADE BY IT TO A U.S. PERSON TO OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON WITHIN THE MEANING OF RULE 902(k) UNDER THE SECURITIES ACT.

(g) Cancellation and/or Adjustment of Global Notes. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes

represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(h) General Provisions Relating to Transfers and Exchanges.

(i) To permit registrations of transfers and exchanges, the Issuers shall execute and the Trustee shall authenticate Global Notes and Definitive Notes upon the Issuers' order or at the Registrar's request.

(ii) No service charge shall be made to a holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Issuers may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 2.02, 2.10, 3.06, 4.11, 4.16 and 9.05).

(iii) The Registrar shall not be required to register the transfer of or exchange any Note or portion of a Note selected for redemption or repurchase in whole or in part, except the unredeemed or unreurchased portion of any Note being redeemed or repurchased in part.

(iv) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes shall be the valid obligations of the Issuers, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(v) The Issuers shall not be required to register the transfer of or to exchange a Note for a period of 15 days before a selection of Notes to be redeemed or repurchased or during the period between a record date and the next succeeding interest payment date.

(vi) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Issuers may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Issuers shall be affected by notice to the contrary.

(vii) The Trustee shall authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.02.

(viii) All certifications, certificates and opinions of counsel required to be submitted to the Registrar pursuant to this Section 2.06 or Section 2.16 to effect a registration of transfer or exchange may be submitted by facsimile.

Section 2.07 Replacement Notes. If any mutilated Note is surrendered to the Trustee or the Issuers and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Issuers shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Issuers, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Issuers to protect the Issuers, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Issuers may charge for their expenses in replacing a Note.

Every replacement Note is an additional legally binding obligation of the Issuers and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

Section 2.08 Outstanding Notes. The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions of this Indenture, and those described in this Section 2.08 as not outstanding. Except as set forth in Section 2.09, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note.

If a Note is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a bona fide purchaser.

If the principal amount of any Note is considered paid under Section 4.01, it ceases to be outstanding and interest on it ceases to accrue.

If the Paying Agent (other than an Issuer or a Subsidiary or an Affiliate of any thereof) holds, on a redemption date or maturity date, money sufficient to pay Notes payable on that date plus accrued and unpaid interest to such date, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.

Section 2.09 Treasury Notes. In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by an Issuer, or by any Person directly or indirectly controlled by or under direct or indirect common control with an Issuer or, if the TIA is applicable to this Indenture, to the extent required by the TIA, any person controlling an Issuer, shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes that a Responsible Officer of the Trustee knows are so owned shall be so disregarded.

Section 2.10 Temporary Notes. Until certificates representing Notes are ready for delivery, the Issuers may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of certificated Notes but may have variations that the Issuers consider appropriate for temporary Notes and as

shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Issuers shall prepare and the Trustee shall authenticate definitive Notes in exchange for temporary Notes.

Holders of temporary Notes shall be entitled to all of the benefits of this Indenture.

Section 2.11 Cancellation. The Issuers at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall dispose of such canceled Notes in its customary manner. The Issuers may not issue new Notes to replace Notes that they have paid or that have been delivered to the Trustee for cancellation.

Section 2.12 Defaulted Interest. If the Issuers default in a payment of interest on the Notes, they shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest which interest on defaulted interest shall accrue until the defaulted interest is deemed paid hereunder, to the Persons who are Holders on a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01. The Issuers shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment. The Issuers shall fix or cause to be fixed each such special record date and payment date; provided that no such special record date shall be less than 5 days prior to the related payment date for such defaulted interest. At least 5 days before the special record date, the Issuers (or, upon the written request of the Issuers, the Trustee in the name and at the expense of the Issuers) shall mail or cause to be mailed to Holders a notice that states the special record date, the related payment date and the amount of such interest to be paid.

Section 2.13 Record Date. The record date for purposes of determining the identity of Holders entitled to vote or consent to any action by vote or consent authorized or permitted under this Indenture shall be determined as provided for in TIA § 316 (c).

Section 2.14 Computation of Interest. Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

Section 2.15 CUSIP Numbers. The Issuers in issuing the Notes may use “CUSIP” numbers, and if they do so, the Trustee shall use such CUSIP numbers in notices of redemption or exchange as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness or accuracy of the CUSIP numbers printed in the notice or on the Notes and that reliance may be placed only on the other identification numbers printed on the Notes. The Issuers shall promptly notify the Trustee of any change in the CUSIP numbers.

Section 2.16 Special Transfer Provisions. Unless and until a Transfer Restricted Note is transferred or exchanged under an effective registration statement under the Securities Act, the following provisions shall apply:

(a) Transfers to QIBs. The following provisions shall apply with respect to the registration of any proposed transfer of a Transfer Restricted Note to a QIB:

(i) The Registrar shall register the transfer of a Transfer Restricted Note by a Holder to a QIB if such transfer is being made by a proposed transferor who has provided the Registrar with (a) an appropriately completed certificate of transfer in the form attached to the Note and (b) a letter substantially in the form set forth in Exhibit B hereto.

(ii) If the proposed transferee is an Agent Member and the Transfer Restricted Note to be transferred consists of an interest in either a Regulation S Global Note or an Other Global Note, upon receipt by the Registrar of (x) the items required by paragraph (i) above and (y) instructions given in accordance with the Depository's and the Registrar's procedures therefor, the Registrar shall reflect on its books and records the date and an increase in the principal amount of the QIB Global Note in an amount equal to the principal amount of the beneficial interest in the Regulation S Global Note or Other Global Note, as applicable, to be so transferred, and the Registrar shall reflect on its books and records the date and an appropriate decrease in the principal amount of such Regulation S Global Note or Other Global Note, as applicable.

(b) Transfers Pursuant to Regulation S. The Registrar shall register the transfer of any Permanent Regulation S Global Note without requiring any additional certification. The following provisions shall apply with respect to the registration of any proposed transfer of a Transfer Restricted Note pursuant to Regulation S:

(i) The Registrar shall register any proposed transfer of a Transfer Restricted Note pursuant to Regulation S by a Holder upon receipt of (a) an appropriately completed certificate of transfer in the form attached to the Note and (b) a letter substantially in the form set forth in Exhibit C hereto from the proposed transferor.

(ii) If the proposed transferee is an Agent Member and the Transfer Restricted Note to be transferred consists of an interest in a QIB Global Note or an Other Global Note, upon receipt by the Registrar of (x) the items required by paragraph (i) above and (y) instructions given in accordance with the Depository's and the Registrar's procedures therefor, the Registrar shall reflect on its books and records the date and an increase in the principal amount of the Regulation S Global Note in an amount equal to the principal amount of the beneficial interest in the QIB Global Note or Other Global Note, as applicable, to be transferred, and the Registrar shall reflect on its books and records the date and an appropriate decrease in the principal amount of the QIB Global Note or Other Global Note, as applicable.

(c) Other Transfers. The following provisions shall apply with respect to the registration by the Registrar of any other proposed transfer of a Transfer Restricted Note that does not require registration under the Securities Act:

(i) The Registrar shall register such transfer if it is being made by a proposed transferor who has provided the Registrar with (a) an appropriately completed certificate of transfer in the form attached to the Note and (b) a legal opinion from a law firm of nationally recognized standing to the effect that such transfer does not require registration under the Securities Act.

(ii) Subject to clause (iii) below, if the proposed transferee is an Agent Member and the Transfer Restricted Note to be transferred consists of an interest in either a QIB Global Note or a Regulation S Global Note, upon receipt by the Registrar of (x) the items required by paragraph (i) above and (y) instructions given in accordance with the Depositary's and the Registrar's procedures therefor, the Registrar shall reflect on its books and records the date and an increase in the principal amount of the Other Global Note in an amount equal to the principal amount of the beneficial interest in the QIB Global Note or the Regulation S Global Note, as applicable, to be so transferred, and the Registrar shall reflect on its books and records the date and an appropriate decrease in the principal amount of such QIB Global Note or Regulation S Global Note or, as applicable.

(iii) In connection with the first transfer pursuant to this Section 2.16(c), an Other Global Note shall be issued in the form of a permanent Global Note substantially in the form set forth in Exhibit A deposited with the Trustee, as Note Custodian, duly executed by the Issuers and authenticated by the Trustee as herein provided. The Other Global Note shall be issued with its own CUSIP number. The aggregate principal amount of the Other Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee, as Note Custodian.

(d) Private Placement Legend. Upon the transfer, exchange or replacement of Notes not bearing the Private Placement Legend, the Registrar shall deliver Notes that do not bear the Private Placement Legend. Upon the transfer, exchange or replacement of Transfer Restricted Notes, the Registrar shall deliver only Transfer Restricted Notes unless either (i) the circumstances contemplated in Section 2.18 exist, or (ii) there is delivered to the Registrar an Opinion of Counsel reasonably satisfactory to the Issuers and the Trustee to the effect that neither such legend nor the related restrictions on transfer are required in order to maintain compliance with the provisions of the Securities Act.

(e) General. By its acceptance of any Transfer Restricted Note, each Holder of such a Note acknowledges the restrictions on transfer of such Note set forth in this Indenture and in the Private Placement Legend and agrees that it shall transfer such Note only as provided in this Indenture.

The Registrar shall retain copies of all letters, notices and other written communications received pursuant to this Section 2.16.

Section 2.17 Issuance of Additional Notes. The Issuers shall be entitled to issue Additional Notes under this Indenture that shall have identical terms as the Initial Notes, other than with respect to the date of issuance, issue price and amount of interest payable on the first interest payment date applicable thereto (and, if such Additional Notes shall be issued in the form of Transfer Restricted Notes, other than with respect to transfer restrictions, the Registration Rights Agreement and additional interest with respect thereto). The Initial Notes and any Additional Notes shall be treated as a single class for all purposes under this Indenture.

With respect to any Additional Notes, the Issuers shall set forth in a resolution of each of their Boards of Directors and in an Officers' Certificate, a copy of each of which shall be delivered to the Trustee, the following information:

(i) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture;

(ii) the issue price, the date on which such Additional Notes shall be issued, the CUSIP number, the first interest payment date and the amount of interest payable on such first interest payment date applicable thereto and the date from which interest shall accrue; and

(iii) whether such Additional Notes shall be Transfer Restricted Notes.

Section 2.18 Temporary Regulation S Global Notes. An owner of a beneficial interest in a Temporary Regulation S Global Note (or a Person acting on behalf of such an owner) may provide to the Trustee (and the Trustee shall accept) a duly completed certificate in the form of Exhibit D hereto at any time after the Restricted Period (it being understood that the Trustee shall not accept any such certificate during the Restricted Period). Promptly after acceptance of such a certificate with respect to such a beneficial interest, the Trustee shall cause such beneficial interest to be exchanged for an equivalent beneficial interest in a Permanent Regulation S Global Note, and shall (x) permanently reduce the principal amount of such Temporary Regulation S Global Note by the amount of such beneficial interest and (y) increase the principal amount of such Permanent Regulation S Global Note by the amount of such beneficial interest.

ARTICLE III

REDEMPTION

Section 3.01 Notices to Trustee. If the Issuers elect to redeem Notes pursuant to the optional redemption provisions of Section 3.07, they shall furnish to the Trustee, at least 30 days but not more than 60 days before a redemption date, an Officers' Certificate setting forth (i) the clause of this Indenture pursuant to which the redemption shall occur, (ii) the redemption date, (iii) the principal amount of Notes to be redeemed and (iv) the redemption price.

Section 3.02 Selection of Notes to Be Redeemed. If less than all of the Notes are redeemed or purchased in an offer to purchase at any time, the Trustee shall select the Notes to be redeemed or purchased among the Holders of the Notes in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not so listed, on a pro rata basis, by lot or in accordance with any other method the Trustee considers fair and appropriate. In the event of partial redemption by lot, the particular Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the redemption date by the Trustee from the outstanding Notes not previously called for redemption.

The Trustee shall promptly notify the Issuers in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of Notes selected shall be in amounts of \$1,000 or whole multiples of \$1,000; except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of \$1,000, shall

be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

Section 3.03 Notice of Redemption. Subject to the provisions of Section 3.09, at least 30 days but not more than 60 days before a redemption date, the Issuers shall mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address.

The notice shall identify the Notes to be redeemed and shall state:

- (a) the redemption date;
- (b) the redemption price;
- (c) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion shall be issued upon cancellation of the original Note;
- (d) the name and address of the Paying Agent;
- (e) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;
- (f) that, unless the Issuers default in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the redemption date;
- (g) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and
- (h) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

At the Issuers' request, the Trustee shall give the notice of redemption in the Issuers' name and at their expense; provided, however, that each of the Issuers shall have delivered to the Trustee, at least 45 days prior to the redemption date, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

Section 3.04 Effect of Notice of Redemption. Once notice of redemption is mailed in accordance with Section 3.03, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price. A notice of redemption may be conditional.

Section 3.05 Deposit of Redemption Price. At or prior to 10:00 a.m., New York City time, on the redemption date, the Issuers shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of and accrued interest on all Notes to be redeemed on that date. The Trustee or the Paying Agent shall promptly return to the Issuers any money

deposited with the Trustee or the Paying Agent by the Issuers in excess of the amounts necessary to pay the redemption price of, and accrued interest on, all Notes to be redeemed.

If the Issuers comply with the provisions of the preceding paragraph, on and after the redemption date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption. Notwithstanding anything herein to the contrary, if a Note is redeemed on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered on the redemption date. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Issuers to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01.

Section 3.06 Notes Redeemed in Part. Upon surrender of a Note that is redeemed in part, the Issuers shall issue and, upon the Issuers' written request, the Trustee shall authenticate for the Holder at the expense of the Issuers a new Note equal in principal amount to the unredeemed portion of the Note surrendered.

Section 3.07 Optional Redemption.

(a) Except as set forth in clauses (b) and (c) of this Section 3.07, the Issuers shall not have the option to redeem the Notes pursuant to this Section 3.07 prior to [], 2012. On or after [], 2012, the Issuers shall have the option to redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the applicable redemption prices (expressed as percentages of the principal amount of the Notes) set forth below plus accrued and unpaid interest thereon, if any, to the applicable redemption date, if redeemed during the twelve-month period beginning on [] of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2012	106.75%
2013	103.375%
2014	101.6875%
2015 and thereafter	100.000%

(b) Notwithstanding the provisions of clause (a) of this Section 3.07, at any time prior to [], 2012, the Issuers may, on any one or more occasions, redeem up to 35% of the original aggregate principal amount of the Notes (including the principal amount of any Additional Notes) issued under this Indenture on a pro rata basis (or nearly as pro rata as practicable) at a redemption price of 113.50% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date, with the net cash proceeds of one or more Equity Offerings; provided that:

(i) at least 65% of the original aggregate principal amount of Notes (including the principal amount of any Additional Notes) issued under this Indenture must remain outstanding immediately after the occurrence of such redemption (excluding Notes held by the Issuers and their Subsidiaries); and

(ii) the redemption must occur within 60 days of the date of the closing of such Equity Offering.

(c) Notwithstanding the provisions of clause (a) of this Section 3.07, at any time prior to [], 2012, the Notes may be redeemed, in whole or in part, at the option of the Company upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to each Holder's registered address, at a redemption price equal to 100% of the principal amount of such Notes redeemed plus the relevant Applicable Premium as of, and accrued and unpaid interest and Special Interest, if any, to, the applicable redemption date, subject to the right of holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date.

Any redemption pursuant to this Section 3.07 shall be made pursuant to the provisions of Section 3.01 through 3.06.

Section 3.08 Mandatory Redemption or Repurchase. Except as otherwise provided in Section 4.11 or Section 4.16 below, the Issuers shall not be required to make mandatory redemption payments with respect to the Notes or be required to repurchase any Notes.

Section 3.09 Offer to Purchase by Application of Excess Proceeds. In the event that the Issuers shall be required to commence an offer to all Holders to purchase Notes pursuant to Section 4.11 (an "Asset Sale Offer"), they shall follow the procedures specified below.

The Asset Sale Offer shall remain open for a period of 20 Business Days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the "Offer Period"). No later than five Business Days after the termination of the Offer Period (any such date of purchase, the "Purchase Date"), the Issuers shall purchase the principal amount of Notes required to be purchased pursuant to Section 4.11 (the "Offer Amount") or, if less than the Offer Amount has been tendered, all Notes tendered in response to the Asset Sale Offer. Payment for any Notes so purchased shall be made in the same manner as interest payments are made. Unless the Issuers default in making such payment, any Note accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest after the Purchase Date.

The Issuers shall comply with the requirements of Rule 14e-1 under the Exchange Act (or any successor rules) and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 3.09, the Issuers' compliance with such laws and regulations shall not in and of itself cause a breach of their obligations under this Section 3.09.

Notwithstanding anything to the contrary in this Indenture, if the Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest shall be paid to the Person in whose name a Note is registered on the Purchase Date.

Upon the commencement of an Asset Sale Offer the Issuers shall send, by first class mail, a notice to the Trustee and each of the Holders, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant

to the Asset Sale Offer. The Asset Sale Offer shall be made to all Holders. The notice, which shall govern the terms of the Asset Sale Offer, shall state:

- (a) that the Asset Sale Offer is being made pursuant to this Section 3.09 and Section 4.11 and the length of time the Asset Sale Offer shall remain open;
- (b) the Offer Amount, the purchase price and the Purchase Date;
- (c) that any Note not tendered or accepted for payment shall continue to accrue interest;
- (d) that, unless the Issuers default in making such payment, any Note accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest after the Purchase Date;
- (e) that Holders electing to have a Note purchased pursuant to an Asset Sale Offer may elect to have Notes purchased in integral multiples of \$1,000 only;
- (f) that Holders electing to have a Note purchased pursuant to any Asset Sale Offer shall be required to surrender the Note, with the form entitled “Option of Holder to Elect Purchase” on the reverse of the Note completed, or transfer by book-entry transfer, to the Issuers, a depositary, if appointed by the Issuers, or a Paying Agent at the address specified in the notice at least three Business Days before the Purchase Date;
- (g) that Holders shall be entitled to withdraw their election if the Issuers, the depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;
- (h) that, if the aggregate principal amount of Notes surrendered by Holders exceeds the Offer Amount, the Issuers shall select the Notes to be purchased on a pro rata basis (with such adjustments as may be deemed appropriate by the Issuers so that only Notes in denominations of \$1,000, or integral multiples thereof, shall be purchased); and
- (i) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer).

On or before the Purchase Date, the Issuers shall, to the extent lawful, accept for payment, on a pro rata basis to the extent necessary, the Offer Amount of Notes or portions thereof tendered pursuant to the Asset Sale Offer or if less than the Offer Amount has been tendered, all Notes tendered, and shall deliver to the Trustee an Officers’ Certificate stating that such Notes or portions thereof were accepted for payment by the Issuers in accordance with the terms of this Section 3.09. The Issuers, the Depositary or the Paying Agent, as the case may be, shall promptly (but in any case not later than five days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes tendered by such Holder and accepted by the Issuers for purchase, and the Issuers shall promptly issue a new Note, and the Trustee, upon written request from the Issuers, shall authenticate and mail or deliver such

new Note to such Holder, in a principal amount equal to any unpurchased portion of the Note surrendered. Any Note not so accepted shall be promptly mailed or delivered by the Issuers to the Holder thereof. The Issuers shall publicly announce the results of the Asset Sale Offer on the Purchase Date.

ARTICLE IV

COVENANTS

Section 4.01 Payment of Notes. The Issuers shall pay or cause to be paid the principal, premium, if any, and interest on the Notes on the dates and in the manner provided in the Notes. Principal, premium, if any, and interest shall be considered paid on the date that the Paying Agent, if other than the Issuers or a Subsidiary thereof, holds as of 10:00 a.m. New York City time on such date money deposited by, or on behalf of, the Issuers in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due. The Issuers shall pay all Special Interest, if any, in the same manner on the dates and in the amounts set forth in the Registration Rights Agreement.

The Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the then applicable interest rate on the Notes; they shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

Section 4.02 Maintenance of Office or Agency. The Issuers shall maintain an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuers in respect of the Notes and this Indenture may be served. The Issuers shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuers shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Issuers may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations. The Issuers shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Issuers hereby designate The Bank of New York Trust Company, NA, at 2 North LaSalle Street, Suite 1020; Chicago, Illinois 60602; Attn: Corporate Trust Department, as one such office or agency of the Issuers in accordance with Section 2.03.

Section 4.03 Reports.

(a) Whether or not required by the SEC, so long as any Notes are outstanding, the Issuers shall furnish to the Holders of Notes, within the time periods specified in the SEC's rules and regulations:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if the Issuers were required to file such forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" section and, with respect to the annual information only, a report on the annual consolidated financial statements of the Company of its independent public accountants; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if the Issuers were required to file such reports.

(b) Notwithstanding anything contained herein, so long as CCI or another entity that is a guarantor of the Notes and is a Parent, consolidated reports at such Parent level in a manner consistent with that described in this Section 4.03 for the Company shall satisfy this Section 4.03; provided that (x) such reports at such Parent level do not reflect the financial information or assets of any material operations other than those of the Issuers and their Subsidiaries; (y) such Parent includes in its reports information about the Company that is required to be provided by a parent guaranteeing debt of an operating company subsidiary pursuant to Rule 3-10 of Regulation S-X or any successor rule then in effect; and (z) such reports include reasonably detailed information regarding the outstanding Indebtedness and preferred stock (including, without limitation, any such instruments held by Parents or their Subsidiaries) of the Company.

For any fiscal quarter or fiscal year at the end of which Subsidiaries of the Company are Unrestricted Subsidiaries, the quarterly and annual financial information required by the preceding paragraph shall include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in Management's Discussion and Analysis of Financial Condition and Results of Operations, of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company.

In addition, after effectiveness of a registration statement registering either the exchange or the resale of the Initial Notes, whether or not required by the SEC, the Issuers shall file a copy of all of the information and reports referred to in clauses (1) and (2) above with the SEC for public availability within the time periods specified in the SEC's rules and regulations, unless the SEC will not accept such a filing, and make such information available to securities analysts and prospective investors upon request.

Section 4.04 Compliance Certificate.

(a) The Issuers shall deliver to the Trustee, within 90 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Issuers and their Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Issuers have kept, observed, performed and

fulfilled their obligations under this Indenture, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge the Issuers have kept, observed, performed and fulfilled each and every covenant contained in this Indenture and are not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Issuers are taking or propose to take with respect thereto).

(b) The Issuers shall, so long as any of the Notes are outstanding, deliver to the Trustee, forthwith upon any Officer becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Issuers are taking or propose to take with respect thereto.

Section 4.05 Taxes. The Company shall pay, and shall cause each of its Restricted Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not likely to result in a material adverse effect on the Company and its Restricted Subsidiaries taken as a whole.

Section 4.06 Stay, Extension and Usury Laws. Each of the Issuers covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and each of the Issuers (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.07 Restricted Payments. The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

(a) declare or pay any dividend or make any other payment or distribution on account of its or any of its Restricted Subsidiaries' Equity Interests (including any payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Company's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable (x) solely in Equity Interests (other than Disqualified Stock) of the Company or (y) in the case of the Company and its Restricted Subsidiaries, to the Company or a Restricted Subsidiary thereof);

(b) purchase, redeem or otherwise acquire or retire for value (including in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) any Equity Interests of the Company or any direct or indirect Parent of the Company or any Restricted Subsidiary of the Company (other than, in the case of the Company and its Restricted Subsidiaries, any such Equity Interests owned by the Company or any of its Restricted Subsidiaries); or

(c) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value, any Indebtedness of the Company that is subordinated in right of payment to the Notes, except a payment of interest or principal at the Stated Maturity thereof (all such payments and other actions set forth in clauses (a) through (c) above are collectively referred to as “Restricted Payments”), unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof; and

(2) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable quarter period, have been permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Leverage Ratio test set forth in the first paragraph of Section 4.10; and such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries from and after the Issue Date (excluding Restricted Payments permitted by clauses (2), (3), (4), (5), (6), (7) or (10) of the next succeeding paragraph), shall not exceed, at the date of determination, the sum of the following:

(a) an amount equal to 100% of the Consolidated EBITDA of the Company for the period beginning on the first day of the fiscal quarter immediately preceding the Issue Date to the end of the Company’s most recently ended full fiscal quarter for which internal financial statements are available, taken as a single accounting period, less the product of 1.3 times the Consolidated Interest Expense of the Company for such period, plus

(b) an amount equal to 100% of Capital Stock Sale Proceeds less any amount of such Capital Stock Sale Proceeds used in connection with an Investment made on or after the Issue Date pursuant to clause (5) of the definition of “Permitted Investments.”

So long as no Default has occurred and is continuing or would be caused thereby, the preceding provisions shall not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the provisions of this Indenture;

(2) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness of the Company in exchange for, or out of the net proceeds of, the substantially concurrent sale (other than to a Subsidiary of the Company) of Equity Interests of the Company (other than Disqualified Stock); provided that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition shall be excluded from clause (3)(b) of the preceding paragraph;

(3) the defeasance, redemption, repurchase or other acquisition of subordinated Indebtedness of the Company or any of its Restricted Subsidiaries with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness;

(4) regardless of whether a Default then exists, the payment of any dividend or distribution made in respect of any calendar year or portion thereof during which the Company or any of its Subsidiaries is a Person that is not treated as a separate tax paying entity for United States federal income tax purposes by the Company and its Subsidiaries (directly or indirectly) to the direct or indirect holders of the Equity Interests of the Company or its Subsidiaries that are Persons that are treated as a separate tax paying entity for United States federal income tax purposes, in an amount sufficient to permit each such holder to pay the actual income taxes (including required estimated tax installments) that are required to be paid by it with respect to the taxable income of any Parent (through its direct or indirect ownership of the Company and/or its Subsidiaries), the Company, its Subsidiaries or any Unrestricted Subsidiary, as applicable, in any calendar year, as estimated in good faith by the Company or its Subsidiaries, as the case may be;

(5) regardless of whether a Default then exists, the payment of any dividend by a Restricted Subsidiary of the Company to the holders of its common Equity Interests on a pro rata basis;

(6) the repurchase, redemption or other acquisition or retirement for value, or the payment of any dividend or distribution to the extent necessary to permit the repurchase, redemption or other acquisition or retirement for value, of any Equity Interests of the Company or a Parent of the Company held by any member of the Company's, such Parent's or any Restricted Subsidiary's management pursuant to any management equity subscription agreement or stock option agreement entered into in accordance with the policies of the Company, any Parent or any Restricted Subsidiary; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests shall not exceed \$10 million in any fiscal year of the Issuers;

(7) payment of fees in connection with any acquisition, merger or similar transaction in an amount that does not exceed an amount equal to 1.25% of the transaction value of such acquisition, merger or similar transaction;

(8) Restricted Payments made in order to pay interest (including accreted or PIK interest) on (but not principal of) Specified Parent Indebtedness or Refinancing Specified Parent Indebtedness, so long as the Company, at the time of the making of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable quarter period, would have been permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Leverage Ratio test set forth in the first paragraph of Section 4.10;

(9) Restricted Payments directly or indirectly to a Parent of (A) attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection with

any issuance, sale or incurrence by a Parent of Equity Interests or Indebtedness, or any exchange of securities or tender for outstanding debt securities, (B) the costs and expenses of any offer to exchange privately placed securities in respect of the foregoing for publicly registered securities or any similar concept having a comparable purpose, or (C) (i) fees, taxes and expenses required to maintain the corporate existence of a Parent, (ii) income taxes to the extent such income taxes are attributable to the income taxes are attributable to the income of the Company and its Restricted Subsidiaries and, to the extent of the amount actually received from the Unrestricted Subsidiaries, in amounts required to pay such taxes to the extent attributable to the income of the Unrestricted Subsidiaries, *provided, however*, that in each case the amount of such payments in any fiscal year does not exceed the amount of income taxes that the Company and its Restricted Subsidiaries would be required to pay for such fiscal year were the Company and its Restricted Subsidiaries to pay such taxes as a stand-alone taxpayer; and (iii) general corporate overhead and operating expenses for such direct or indirect parent corporation of the Company to the extent such expenses are attributable to the ownership or operation of the Company and its Restricted Subsidiaries (which amounts pursuant to this subclause (C) shall not exceed \$25 million in any fiscal year);

(10) payments contemplated by the Plan of Reorganization, including, without limitation, Specified Fees and Expenses;

(11) additional Restricted Payments directly or indirectly to CCH I or any other Parent for the purpose of enabling CCI to redeem, or pay dividends on, the Series A Preferred Stock so long as (i) such dividends do not exceed, and (ii) such redemptions do not exceed, the dividends and liquidation preference, respectively, contemplated in the certificate of designation governing the Series A Preferred Stock as in effect on the Issue Date; and

(12) additional Restricted Payments in an aggregate amount of \$50 million.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Company or any of its Restricted Subsidiaries pursuant to the Restricted Payment. The fair market value of any assets or securities that are required to be valued by this covenant shall be determined by the Board of Directors of the Company, whose resolution with respect thereto shall be delivered to the Trustee. Such Board of Directors' determination must be based upon an opinion or appraisal issued by an accounting, appraisal or investment banking firm of national standing if the fair market value exceeds \$100 million.

Not later than the date of making any Restricted Payment involving an amount or fair market value in excess of \$10 million, the Issuers shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by this Section 4.07 were computed, together with a copy of any fairness opinion or appraisal required by this Indenture.

Section 4.08 Investments. The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) make any Restricted Investment; or

(2) allow any of its Restricted Subsidiaries to become an Unrestricted Subsidiary,

unless, in each case:

(a) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof; and

(b) the Company would, at the time of, and after giving effect to, such Restricted Investment or such designation of a Restricted Subsidiary as an Unrestricted Subsidiary, have been permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Leverage Ratio test set forth in the first paragraph of Section 4.10.

An Unrestricted Subsidiary may be redesignated as a Restricted Subsidiary if such redesignation would not cause a Default.

Section 4.09 Dividend and Other Payment Restrictions Affecting Subsidiaries. The Company shall not, directly or indirectly, create, or permit to exist or become effective any encumbrance or restriction on the ability of any of its Restricted Subsidiaries to:

(1) pay dividends or make any other distributions on its Capital Stock to the Company or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any Indebtedness owed to the Company or any of its Restricted Subsidiaries;

(2) make loans or advances to the Company or any of its Restricted Subsidiaries; or

(3) transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries.

However, the preceding restrictions shall not apply to encumbrances or restrictions existing under or by reason of:

(1) Existing Indebtedness, contracts and other instruments as in effect on the Issue Date and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings thereof; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in the most restrictive Existing Indebtedness, contracts or other instruments, as in effect on the Issue Date;

(2) applicable law;

(3) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; provided that, in the case of Indebtedness, such Indebtedness was permitted by the terms of this Indenture to be incurred;

(4) customary non-assignment provisions in leases, franchise agreements and other commercial agreements entered into in the ordinary course of business;

(5) purchase money obligations for property acquired in the ordinary course of business that impose restrictions on the property so acquired of the nature described in clause (3) of the preceding paragraph;

(6) any agreement for the sale or other disposition of Capital Stock or assets of a Restricted Subsidiary of the Company that restricts distributions by such Restricted Subsidiary pending such sale or other disposition;

(7) Permitted Refinancing Indebtedness; provided that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive at the time such restrictions become effective, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(8) Liens securing Indebtedness or other obligations otherwise permitted to be incurred under Section 4.14 that limit the right of the Company or any of its Restricted Subsidiaries to dispose of the assets subject to such Lien;

(9) provisions with respect to the disposition or distribution of assets or property in joint venture agreements and other similar agreements entered into in the ordinary course of business;

(10) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(11) restrictions contained in the terms of Indebtedness or Preferred Stock permitted to be incurred under Section 4.10; provided that such restrictions are not materially more restrictive, taken as a whole, than the terms contained in the most restrictive, together or individually, of the Credit Facilities and other Existing Indebtedness as in effect on the Issue Date; and

(12) restrictions that are not materially more restrictive, taken as a whole, than customary provisions in comparable financings and that the management of

the Company determines, at the time of such financing, will not materially impair the Issuers' ability to make payments as required under the Notes.

Section 4.10 Incurrence of Indebtedness and Issuance of Preferred Stock. The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt) and the Company shall not issue any Disqualified Stock and shall not permit any of its Restricted Subsidiaries to issue any shares of Disqualified Stock or Preferred Stock, provided that the Company or any of its Restricted Subsidiaries may incur Indebtedness, the Company may issue Disqualified Stock and, subject to the final paragraph of this covenant below, Restricted Subsidiaries of the Company may issue Preferred Stock if the Leverage Ratio of the Company and its Restricted Subsidiaries would have been not greater than 5.75 to 1.0 determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred, or the Disqualified Stock or Preferred Stock had been issued, as the case may be, at the beginning of the most recently ended fiscal quarter.

So long as no Event of Default under Section 6.01(1), (2), (7) or (8) shall have occurred and be continuing, after giving effect to the incurrence thereof (and the use of proceeds therefrom), the first paragraph of this covenant shall not prohibit the incurrence of any of the following items of Indebtedness (collectively, "Permitted Debt"):

(1) the incurrence by the Company and its Restricted Subsidiaries of Indebtedness under Credit Facilities; provided that the aggregate principal amount of all Indebtedness of the Company and its Restricted Subsidiaries outstanding under this clause (1) for all Credit Facilities of the Company and its Restricted Subsidiaries after giving effect to such incurrence does not exceed an amount equal to \$1.0 billion;

(2) the incurrence by the Company and its Restricted Subsidiaries of Existing Indebtedness (including under Credit Facilities);

(3) the incurrence on the Issue Date by the Company of Indebtedness represented by the Notes (but not including any Additional Notes);

(4) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of construction or improvement (including the cost of design, development, construction, acquisition, transportation, installation, improvement, and migration) of Productive Assets of the Company or any of its Restricted Subsidiaries, in an aggregate principal amount not to exceed, together with any related Permitted Refinancing Indebtedness permitted by clause (5) below, \$75 million at any time outstanding:

(5) the incurrence by the Company or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are

used to refund, refinance or replace, in whole or in part, Indebtedness (other than intercompany Indebtedness) that was permitted by this Indenture to be incurred under this clause (5), the first paragraph of this covenant or clauses (2), (3) or (4) of this paragraph;

(6) the incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries; provided that:

(a) if the Company is the obligor on such Indebtedness, such Indebtedness must be expressly subordinated to the prior payment in full in cash of all Obligations with respect to the Notes; and

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary thereof and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Restricted Subsidiary thereof, shall be deemed, in each case, to constitute an incurrence of such Indebtedness that was not permitted by this clause (6);

(7) the incurrence by the Company or any of its Restricted Subsidiaries of Hedging Obligations that are incurred for the purpose of fixing or hedging interest rate risk with respect to any floating rate Indebtedness that is permitted by the terms of this Indenture to be outstanding;

(8) the guarantee by the Company or any of its Restricted Subsidiaries of Indebtedness of a Restricted Subsidiary of the Company that was permitted to be incurred by another provision of this Section 4.10;

(9) the incurrence by the Company or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate principal amount at any time outstanding under this clause (9), not to exceed \$300 million; and

(10) the accretion or amortization of original issue discount and the write up of Indebtedness in accordance with purchase accounting.

In the event that an item of proposed Indebtedness (a) meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (10) above or (b) is entitled to be incurred pursuant to the first paragraph of this covenant, the Company shall be permitted to classify and from time to time to reclassify such item of Indebtedness in any manner that complies with this covenant. Once any item of Indebtedness is so reclassified, it shall no longer be deemed outstanding under the category of Permitted Debt where initially incurred or previously reclassified. For avoidance of doubt, Indebtedness incurred pursuant to a single agreement, instrument, program, facility or line of credit may be classified as Indebtedness arising in part under one of the clauses listed above or under the first paragraph of this covenant, and in part under any one or more of the clauses listed above, to the extent that such Indebtedness satisfies the criteria for such classification.

Notwithstanding the foregoing, in no event shall any Restricted Subsidiary of the Company consummate a Subordinated Debt Financing or a Preferred Stock Financing. A “Subordinated Debt Financing” or a “Preferred Stock Financing,” as the case may be, with respect to any Restricted Subsidiary of the Company shall mean a public offering or private placement (whether pursuant to Rule 144A under the Securities Act or otherwise) of Subordinated Notes or Preferred Stock (whether or not such Preferred Stock constitutes Disqualified Stock), as the case may be, of such Restricted Subsidiary to one or more purchasers (other than to one or more Affiliates of the Company). “Subordinated Notes” with respect to any Restricted Subsidiary of the Company shall mean Indebtedness of such Restricted Subsidiary that is contractually subordinated in right of payment to any other Indebtedness of such Restricted Subsidiary (including Indebtedness under Credit Facilities), provided that the foregoing shall not apply to priority of Liens, including by way of intercreditor arrangements. The foregoing limitation shall not apply to:

(a) any Indebtedness or Preferred Stock of any Person existing at the time such Person is merged with or into or becomes a Subsidiary of the Company; provided that such Indebtedness or Preferred Stock was not incurred or issued in connection with, or in contemplation of, such Person merging with or into, or becoming a Subsidiary of, the Company, and

(b) any Indebtedness or Preferred Stock of a Restricted Subsidiary issued in connection with, and as part of the consideration for, an acquisition, whether by stock purchase, asset sale, merger or otherwise, in each case involving such Restricted Subsidiary, which Indebtedness or Preferred Stock is issued to the seller or sellers of such stock or assets; provided that such Restricted Subsidiary is not obligated to register such Indebtedness or Preferred Stock under the Securities Act or obligated to provide information pursuant to Rule 144A under the Securities Act.

Section 4.11 Limitation on Asset Sales. The Company shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) the Company or such Restricted Subsidiary receives consideration at the time of such Asset Sale at least equal to the fair market value of the assets or Equity Interests issued or sold or otherwise disposed of;

(2) such fair market value is determined by the Board of Directors of the Company and evidenced by a resolution of such Board of Directors set forth in an Officers’ Certificate delivered to the Trustee; and

(3) at least 75% of the consideration therefor received by the Company or such Restricted Subsidiary is in the form of cash, Cash Equivalents or readily marketable securities.

For purposes of this Section 4.11, each of the following shall be deemed to be cash:

(a) any liabilities (as shown on the Company’s or such Restricted Subsidiary’s most recent balance sheet) of the Company or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the Notes) that are assumed by the

transferee of any such assets pursuant to a customary novation agreement that releases the Company or such Restricted Subsidiary from further liability;

(b) any securities, notes or other obligations received by the Company or any such Restricted Subsidiary from such transferee that are converted by the recipient thereof into cash, Cash Equivalents or readily marketable securities within 180 days after receipt thereof (to the extent of the cash, Cash Equivalents or readily marketable securities received in that conversion); and

(c) Productive Assets.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, the Company or a Restricted Subsidiary thereof may apply such Net Proceeds or an amount equal to such Net Proceeds at its option:

(1) to repay or otherwise retire or repurchase debt under Credit Facilities or any other Indebtedness of the Restricted Subsidiaries of the Company (other than Indebtedness represented solely by a guarantee of a Restricted Subsidiary of the Company); or

(2) to invest in Productive Assets; provided that any such amount of Net Proceeds which the Company or a Restricted Subsidiary thereof has committed to invest in Productive Assets within 365 days of the applicable Asset Sale may be invested in Productive Assets within two years of such Asset Sale.

The amount of any Net Proceeds received from Asset Sales that are not applied or invested as provided in the preceding paragraph shall constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds \$25 million, the Company shall make an Asset Sale Offer to all Holders of Notes and will repay, redeem or offer to purchase all other Indebtedness of the Company that is of equal priority in right of payment with the Notes containing provisions requiring repayment, redemption or offers to purchase with the proceeds of sales of assets, to purchase, repay or redeem, on a pro rata basis, the maximum principal amount of Notes and such other Indebtedness of the Company of equal priority that may be purchased, repaid or redeemed out of the Excess Proceeds, which amount includes the entire amount of the Net Proceeds. The offer price in any Asset Sale Offer shall be payable in cash and equal to 100% of the principal amount of the subject Notes plus accrued and unpaid interest, if any, to the date of purchase. If the aggregate principal amount of Notes tendered into such Asset Sale Offer and such other Indebtedness of equal priority to be purchased, repaid or redeemed out of the Excess Proceeds exceeds the amount of Excess Proceeds, the Trustee shall select the Notes tendered into such Asset Sale Offer and such other Indebtedness of equal priority to be purchased, repaid or redeemed on a pro rata basis.

If any Excess Proceeds remain after consummation of an Asset Sale Offer, then the Company or any Restricted Subsidiary thereof may use such remaining Excess Proceeds for any purpose not otherwise prohibited by this Indenture. Upon completion of any Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

In the event that the Company shall be required to commence an offer to Holders to purchase Notes pursuant to this Section 4.11, it shall follow the procedures specified in Sections 3.01 through 3.09.

Section 4.12 Sale and Leaseback Transactions. The Company shall not, and shall not permit any of its Restricted Subsidiaries to, enter into any sale and leaseback transaction; provided that the Company and its Restricted Subsidiaries may enter into a sale and leaseback transaction if:

(1) the Company or such Restricted Subsidiary could have

(a) incurred Indebtedness in an amount equal to the Attributable Debt relating to such sale and leaseback transaction under the Leverage Ratio test in the first paragraph of Section 4.10 and

(b) incurred a Lien to secure such Indebtedness pursuant to Section 4.14 or the definition of Permitted Liens; and

(2) the transfer of assets in that sale and leaseback transaction is permitted by, and the Company or such Restricted Subsidiary applies the proceeds of such transaction in compliance with, Section 4.11.

The foregoing restrictions shall not apply to a sale and leaseback transaction if the lease is for a period, including renewal rights, of not in excess of three years.

Section 4.13 Transactions with Affiliates. The Company shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each, an "Affiliate Transaction"), unless:

(1) such Affiliate Transaction is on terms, taken as a whole, that are not less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with a Person who is not an Affiliate; and

(2) the Company delivers to the Trustee:

(a) with respect to any Affiliate Transaction, or series of related Affiliate Transactions, involving aggregate consideration given or received by the Company or any such Restricted Subsidiary in excess of \$15 million, a resolution of the Board of Directors of the Company or CCI set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with this Section 4.13 and that such Affiliate Transaction has been approved by a majority of the members of such Board of Directors; and

(b) with respect to any Affiliate Transaction, or series of related Affiliate Transactions, involving aggregate consideration given or received by the

Company or any such Restricted Subsidiary in excess of \$50 million, an opinion as to the fairness to the Holders of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing.

The following items shall not be deemed to be Affiliate Transactions and, therefore, shall not be subject to the provisions of the prior paragraph:

(1) any existing employment agreement and employee benefit arrangement (including stock purchase or option agreements, deferred compensation plans, and retirement, savings or similar plans) entered into by the Company or any of its Subsidiaries and any employment agreement and employee benefit arrangements entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business;

(2) transactions between or among the Company and/or its Restricted Subsidiaries;

(3) payment of reasonable directors fees to Persons who are not otherwise Affiliates of the Company, and customary indemnification and insurance arrangements in favor of directors, regardless of affiliation with the Company or any of its Restricted Subsidiaries;

(4) payment of Management Fees;

(5) Restricted Payments that are permitted by Section 4.07 and Restricted Investments that are permitted by Section 4.08;

(6) Permitted Investments;

(7) transactions pursuant to agreements existing on the Issue Date, as in effect on the Issue Date, or as subsequently modified, supplemented, or amended, to the extent that any such modifications, supplements or amendments comply with the applicable provisions of the first paragraph of this Section 4.13;

(8) transactions contemplated by the Plan of Reorganization, including, without limitation, the payment of Specified Fees and Expenses;

(9) contributions to the common equity capital of the Company or the issue or sale of Equity Interests of the Company;

(10) the assignment and assumption of contracts (which contracts were entered into prior to the Issue Date on an arms-length basis in the ordinary course of business of the relevant Parent, reasonably related to the business of the Company and the assignment and assumption of which would not result in the incurrence of any Indebtedness by the Company or any Restricted Subsidiary) to a Restricted Subsidiary by a Parent; and

(11) transactions with a Person that would otherwise be deemed Affiliate Transactions solely because any Issuer or a Restricted Subsidiary owns Equity Interests in such Person.

Section 4.14 Liens. The Company shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind securing Indebtedness or trade payables on any asset of the Company, whether owned on the Issue Date or thereafter acquired, except Permitted Liens.

Section 4.15 Existence. Subject to Article 5, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its limited liability company existence, and the corporate, partnership or other existence of each of its Subsidiaries, in accordance with the respective organizational documents (as the same may be amended from time to time) of the Company or any such Restricted Subsidiary and (ii) the rights (charter and statutory), licenses and franchises of the Company and its Subsidiaries; provided, however, that the Company shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of its Restricted Subsidiaries (other than Capital Corp), if the Board of Directors of the Company shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and its Restricted Subsidiaries, taken as a whole, and that the loss thereof is not likely to result in a material adverse effect on the Company and its Restricted Subsidiaries taken as a whole.

Section 4.16 Repurchase at the Option of Holders upon a Change of Control. If a Change of Control occurs, each Holder of Notes shall have the right to require the Issuers to repurchase all or any part (equal to \$1,000 in principal amount, or in either case, an integral multiple thereof) of that Holder's Notes pursuant to a "Change of Control Offer." In the Change of Control Offer, the Issuers shall offer a "Change of Control Payment" in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest thereon, if any, to the date of purchase.

Within ten days following any Change of Control, the Issuers shall mail a notice to each Holder (with a copy to the Trustee) describing the transaction or transactions that constitute the Change of Control and stating:

(1) the purchase price and the purchase date, which shall not exceed 30 Business Days from the date such notice is mailed (the "Change of Control Payment Date");

(2) that any Note not tendered shall continue to accrue interest;

(3) that, unless the Issuers default in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Payment Date;

(4) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer shall be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes completed, or transfer by book-entry transfer, to the Issuers, a depository, if appointed, or a Paying Agent at the

address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(5) that Holders shall be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have the Notes purchased; and

(6) that Holders whose Notes are being purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to \$1,000 in principal amount or an integral multiple thereof.

The Issuers shall comply with the requirements of Rule 14e-1 under the Exchange Act (or any successor rules) and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 4.16, the Issuers' compliance with such laws and regulations shall not in and of itself cause a breach of their obligations under this Section 4.16.

On the Change of Control Payment Date, the Issuers shall, to the extent lawful:

(1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Issuers.

Notwithstanding anything to the contrary in this Indenture, if the Change of Control Payment Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest shall be paid to the Person in whose name a Note is registered on the Change of Control Payment Date.

The Paying Agent shall promptly mail to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee shall promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided that each such new Note shall be in a principal amount of \$1,000 or an integral multiple thereof. The Issuers shall publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require the Issuers to make a Change of Control Offer following a Change of Control shall be applicable regardless of whether or not any other provisions in this Indenture are applicable.

Notwithstanding any other provision of this Section 4.16, the Issuers shall not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Issuers and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

Section 4.17 Limitations on Issuances of Guarantees of Indebtedness. The Company shall not permit any of its Restricted Subsidiaries, directly or indirectly, to Guarantee or pledge any assets to secure the payment of any other Indebtedness of the Company (the “Guaranteed Indebtedness”), unless:

(1) such Restricted Subsidiary simultaneously executes and delivers a supplemental indenture providing for the Guarantee (a “Subsidiary Guarantee”) of the payment of the Notes by such Restricted Subsidiary, and

(2) until one year after all the Notes have been paid in full in cash, such Restricted Subsidiary waives and will not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Company or any other Restricted Subsidiary thereof as a result of any payment by such Restricted Subsidiary under its Subsidiary Guarantee;

provided that this paragraph shall not be applicable to any Guarantee of any Restricted Subsidiary that existed at the time such Person became a Restricted Subsidiary and was not incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary.

If the Guaranteed Indebtedness is subordinated to the Notes, then the Guarantee of such Guaranteed Indebtedness shall be subordinated to the Subsidiary Guarantee at least to the extent that the Guaranteed Indebtedness is subordinated to the Notes.

Any Subsidiary Guarantee shall terminate upon the release of such guarantor from its guarantee of the Guaranteed Indebtedness.

Section 4.18 Payments for Consent. The Company shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder of Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to be paid and is paid to all Holders of the Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or amendment.

Section 4.19 Application of Fall-Away Covenants. During any period of time that (a) the Notes have Investment Grade Ratings from both Rating Agencies and (b) no Default or Event of Default has occurred and is continuing under this Indenture, the Company and its

Restricted Subsidiaries shall not be subject to the provisions of Sections 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13 and clause (d) of Section 5.01 (collectively, the “Suspended Covenants”).

If the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants for any period of time as a result of the previous sentence and, subsequently, one, or both of the Rating Agencies withdraws its ratings or downgrades the ratings assigned to the Notes below the required Investment Grade Ratings or a Default or Event of Default occurs and is continuing, then the Company and its Restricted Subsidiaries shall thereafter again be subject to the Suspended Covenants. The ability of the Company and its Restricted Subsidiaries to make Restricted Payments after the time of such withdrawal, downgrade, Default or Event of Default shall be calculated in accordance with the terms of Section 4.07 as though such covenant had been in effect during the entire period of time from the Issue Date.

Section 4.20 Anti-Layering Covenants.

(a) At all times, CCOH shall be a direct Restricted Subsidiary of the Company or of a Restricted Subsidiary that Guarantees the Notes on an unsubordinated, full and unconditional basis.

(b) The Company shall not permit any members of the CCOH Group to guarantee or otherwise become an obligor with respect to any Indebtedness (“CCOH Guaranteed Indebtedness”) of the Company or any Parent or any Subsidiary of a Parent other than a member of the CCOH Group without Guaranteeing the Notes on an unsubordinated basis pursuant to Section 4.16 hereof (treating all references therein to “Guaranteed Indebtedness” as references to “CCOH Guaranteed Indebtedness”).

(c) The Company shall not permit any member of the CCOH Group to create a Lien on any of its assets or properties to secure the repayment of the Indebtedness of the Company or any Parent or any Subsidiary of a Parent who is not itself a member of the CCOH Group, unless:

(i) in the case of Liens securing Indebtedness that is subordinated in right of payment to the Notes, the Notes are secured by a Lien on such property or assets that is senior in priority to such Liens;

(ii) and in all other cases, the Notes are equally and ratably secured;

provided that any Lien which is granted under this covenant shall be automatically discharged at the same time as the discharge of the Lien (other than through the exercise of remedies with respect thereto) that gave rise to the obligation to so secure the Notes or Guarantees.

ARTICLE V

SUCCESSORS

Section 5.01 Merger, Consolidation, or Sale of Assets. Neither Issuer may, directly or indirectly, (1) consolidate or merge with or into another Person (whether or not such Issuer is the

surviving Person) or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to another Person; unless:

(a) either:

(i) such Issuer is the surviving Person; or

(ii) the Person formed by or surviving any such consolidation or merger (if other than such Issuer) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made is a Person organized or existing under the laws of the United States, any state thereof or the District of Columbia, provided that if the Person formed by or surviving any such consolidation or merger with such Issuer is a Person other than a corporation, a corporate co-issuer shall also be an obligor with respect to the Notes;

(b) the Person formed by or surviving any such consolidation or merger (if other than such Issuer) or the Person to which such sale, assignment, transfer, conveyance or other disposition shall have been made assumes all the obligations of such Issuer under the Notes and this Indenture pursuant to agreements reasonably satisfactory to the Trustee;

(c) immediately after such transaction no Default or Event of Default exists; and

(d) such Issuer or the Person formed by or surviving any such consolidation or merger (if other than such Issuer) will, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable period,

(x) be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Leverage Ratio test set forth in the first paragraph of Section 4.10; or

(y) have a Leverage Ratio immediately after giving effect to such consolidation or merger no greater than the Leverage Ratio immediately prior to such consolidation or merger.

In addition, neither of the Issuers may, directly or indirectly, lease all or substantially all of their properties or assets, in one or more related transactions, to any other Person. The foregoing clause (d) shall not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among an Issuer and/or any of its Wholly Owned Restricted Subsidiaries.

Section 5.02 Successor Corporation Substituted. Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of either Issuer in accordance with Section 5.01, the successor Person formed by such consolidation or into which either Issuer is merged or to which such transfer is made shall succeed to and (except in the case of a lease) be substituted for, and may exercise every right and power of, such Issuer under this Indenture with the same effect as if such successor Person had been named therein as such Issuer, and (except in the case of a lease) such Issuer shall be

released from the obligations under the Notes and this Indenture, except with respect to any obligations that arise from, or are related to, such transaction.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.01 Events of Default. Each of the following is an “Event of Default” with respect to the Notes:

(1) default for 30 consecutive days in the payment when due of interest on the Notes;

(2) default in payment when due of the principal of or premium, if any, on the Notes;

(3) failure by the Company or any of its Restricted Subsidiaries to comply with the provisions of Sections 4.16 or 5.01;

(4) failure by the Company or any of its Restricted Subsidiaries for 30 consecutive days after written notice thereof has been given to the Issuers by the Trustee, or to the Issuers and the Trustee by Holders of at least 25% of the aggregate principal amount of the Notes then outstanding, to comply with any of their other covenants or agreements in this Indenture;

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries (or the payment of which is guaranteed by the Company or any of its Restricted Subsidiaries) whether such Indebtedness or guarantee now exists, or is created after the Issue Date, if that default:

(a) is caused by a failure to pay at final stated maturity the principal amount of such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a “Payment Default”);
or

(b) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$100 million or more;

(6) failure by the Company or any of its Restricted Subsidiaries to pay final judgments which are non-appealable aggregating in excess of \$100 million, net of applicable insurance which has not been denied in writing by the insurer, which judgments are not paid, discharged or stayed for a period of 60 days;

(7) the Company or any of its Significant Subsidiaries pursuant to or within the meaning of any Bankruptcy Law:

(a) commences a voluntary case,

(b) consents to the entry of an order for relief against it in an involuntary case,

(c) consents to the appointment of a custodian of it or for all or substantially all of its property,

(d) makes a general assignment for the benefit of its creditors; or

(8) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(a) is for relief against the Company or any of its Significant Subsidiaries in an involuntary case;

(b) appoints a custodian of the Company or any of its Significant Subsidiaries or for all or substantially all of the property of the Company or any of its Significant Subsidiaries; or

(c) orders the liquidation of the Company or any of its Significant Subsidiaries;

and the order or decree remains unstayed and in effect for 60 consecutive days.

If a Default is deemed to occur solely because a Default (the “Initial Default”) already existed, then if such Initial Default is cured and is not continuing, the Default or Event of Default resulting solely because the Initial Default existed shall be deemed cured, and will be deemed annulled, waived and rescinded without any further action required.

Section 6.02 Acceleration. In the case of an Event of Default arising from clauses (7) or (8) of Section 6.01 with respect to the Company, all outstanding Notes shall become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee by notice to the Issuers or the Holders of at least 25% in principal amount of the then outstanding Notes by notice to the Issuers and the Trustee may declare all the Notes to be due and payable immediately. The Holders of a majority in aggregate principal amount of the Notes then outstanding by written notice to the Trustee may on behalf of all of the Holders rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal, interest or premium that has become due solely because of the acceleration) have been cured or waived.

Section 6.03 Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium, if any, and interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04 Waiver of Existing Defaults. Holders of not less than a majority in aggregate principal amount of the then outstanding Notes by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal of, or premium, if any, or interest on, the Notes (provided, however, that the Holders of a majority in aggregate principal amount of the then outstanding Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration). Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.05 Control by Majority. Holders of a majority in principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture that the Trustee determines may be prejudicial to the rights of other Holders of Notes or that may involve the Trustee in personal liability. The Trustee may take any other action which it deems proper that is not inconsistent with any such directive.

Section 6.06 Limitation on Suits. A Holder of a Note may pursue a remedy with respect to this Indenture or the Notes only if:

- (a) the Holder of a Note gives to the Trustee written notice of a continuing Event of Default;
- (b) the Holders of at least 25% in principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;
- (c) such Holder of a Note or Holders of Notes offer and, if requested, provide to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;
- (d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and, if requested, the provision of indemnity; and
- (e) during such 60-day period the Holders of a majority in principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with the request.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

Section 6.07 Rights of Holders of Notes to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal, premium, if any, and interest on the Note, on or after the respective due dates expressed in the Note (including in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.08 Collection Suit by Trustee. If an Event of Default specified in Section 6.01(1) or (2) occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Issuers for the whole amount of principal of, premium, if any, and interest remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.09 Trustee May File Proofs of Claim. The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Issuers (or any other obligor upon the Notes), their creditors or their property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10 Priorities. If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

First: to the Trustee, its agents and attorneys for amounts due under Section 7.07, including payment of all compensation, expense and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of Notes for amounts due and unpaid on the Notes for interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for interest;

Third: to Holders of Notes for amounts due and unpaid on the Notes for principal and premium, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal and premium, respectively; and

Fourth: to the Issuers or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.10.

Section 6.11 Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07, or a suit by Holders of more than 10% in principal amount of the then outstanding Notes.

ARTICLE VII

TRUSTEE

Section 7.01 Duties of Trustee.

(1) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(2) Except during the continuance of an Event of Default:

(a) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(b) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions required to be furnished to the Trustee hereunder and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not

confirm or investigate the accuracy of any mathematical calculations or other facts stated therein).

(3) The Trustee may not be relieved from liabilities for its own gross negligent action, its own gross negligent failure to act, or its own willful misconduct, except that:

(a) this paragraph does not limit the effect of paragraph (2) of this Section;

(b) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(c) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(4) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (1), (2), and (3) of this Section 7.01.

(5) No provision of this Indenture shall require the Trustee to expend or risk its own funds or incur any liability. The Trustee shall be under no obligation to exercise any of its rights and powers under this Indenture at the request of any Holders, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability, claim, damage or expense.

(6) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuers. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(7) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or documents.

Section 7.02 Rights of Trustee.

(1) The Trustee may conclusively rely upon any document (whether in its original or facsimile form) believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(2) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel of its own selection and the written advice or opinion of such counsel or any Opinion of Counsel shall be full and

complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(3) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(4) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(5) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from either of the Issuers shall be sufficient if signed by an Officer of such Issuer.

(6) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders shall have offered to the Trustee reasonable security or indemnity satisfactory to it against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(7) The Trustee shall not be charged with knowledge of any Default or Event of Default unless either (a) a Responsible Officer of the Trustee shall have actual knowledge of such Default or Event of Default or (b) written notice of such Default or Event of Default shall have been given to and received by a Responsible Officer of the Trustee by the Issuers or any Holder.

(8) In no event shall the Trustee be responsible or liable for special, indirect or consequential loss or damage of any kind whatsoever (including loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(9) The rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed by the Trustee to act hereunder.

Section 7.03 Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuers or any Affiliate of the Issuers with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11.

Section 7.04 Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuers' use of the proceeds from the Notes or any money paid to the Issuers or upon the Issuers' direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it

shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

Section 7.05 Notice of Defaults. If a Default or Event of Default occurs and is continuing and if it is known to a Responsible Officer of the Trustee, the Trustee shall mail to Holders of Notes a notice of the Default or Event of Default within 90 days after the Trustee acquires knowledge thereof. Except in the case of a Default or Event of Default in payment of principal of, premium, if any, or interest on any Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes.

Section 7.06 Reports by Trustee to Holders of the Notes. By May 15th of each year, and for so long as Notes remain outstanding, the Trustee shall mail to the Holders of the Notes a brief report dated as of such reporting date that complies with TIA Section 313(a) (but if no event described in TIA Section 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with TIA Section 313(b)(2). The Trustee shall also transmit by mail all reports as required by TIA Section 313(c).

A copy of each report at the time of its mailing to the Holders of Notes shall be mailed to the Company and filed with the SEC and each stock exchange on which the Notes are listed in accordance with TIA Section 313(d). The Issuers shall promptly notify the Trustee when the Notes are listed on any stock exchange.

Section 7.07 Compensation and Indemnity. The Issuers, jointly and severally, shall pay to the Trustee from time to time reasonable compensation for its acceptance of this Indenture, the Registration Rights Agreement and any other document delivered in connection with any of such agreements and its services under any of such agreements or other documents, as separately agreed in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuers shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

The Issuers shall, jointly and severally, indemnify the Trustee against any and all losses, liabilities, claims, damages or expenses (including reasonable legal fees and expenses) incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, including the costs and expenses of enforcing this Indenture, the Registration Rights Agreement and any other document delivered in connection therewith (including this Section 7.07) and defending itself against any claim (whether asserted by the Issuers or any Holder or any other person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent any such loss, liability or expense is determined to have been caused by its own gross negligence or willful misconduct. The Trustee shall notify the Issuers promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuers shall not relieve the Issuers of their obligations hereunder. The Issuers shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Issuers shall pay the reasonable fees and expenses of such counsel. The Issuers

need not pay for any settlement made without their consent, which consent shall not be unreasonably withheld.

The obligations of the Issuers under this Section 7.07 shall survive resignation or removal of the Trustee and the satisfaction and discharge of this Indenture.

To secure the Issuers' payment obligations in this Section, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien shall survive the resignation or removal of the Trustee and the satisfaction and discharge of this Indenture.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(7) or (8) occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

The Trustee shall comply with the provisions of TIA Section 313(b)(2) to the extent applicable.

Section 7.08 Replacement of Trustee. A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section.

The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Issuers. The Holders of a majority in principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Issuers in writing. The Issuers may remove the Trustee if:

- (a) the Trustee fails to comply with Section 7.10;
- (b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;
- (c) a custodian or public officer takes charge of the Trustee or its property; or
- (d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Issuers shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Issuers.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Issuers, or the Holders of at least 10% in principal amount of the then outstanding Notes may petition at the expense of the Issuers any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.10, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuers. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee; provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Issuers' obligations under Section 7.07 shall continue for the benefit of the retiring Trustee.

Section 7.09 Successor Trustee by Merger, etc. If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

Section 7.10 Eligibility; Disqualification. There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least \$100 million as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of TIA Section 310(a)(1), (2) and (5). The Trustee is subject to TIA Section 310(b).

Section 7.11 Preferential Collection of Claims Against the Issuers. The Trustee is subject to TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated therein.

ARTICLE VIII

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01 Option to Effect Legal Defeasance or Covenant Defeasance. The Issuers and any Parent Guarantor may, at any time, elect to have either Section 8.02 or 8.03 be applied to all outstanding Notes and any Note Guarantee upon compliance with the conditions set forth below in this Article 8.

Section 8.02 Legal Defeasance and Discharge. Upon the exercise by the Issuers and any Parent Guarantor under Section 8.01 of the option applicable to this Section 8.02, the Issuers and any Parent Guarantor shall, subject to the satisfaction of the conditions set forth in Section 8.04, be deemed to have been discharged from their obligations with respect to all outstanding Notes and any Note Guarantee on the date the conditions set forth below are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Issuers and any Parent

Guarantor shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be “outstanding” only for the purposes of Section 8.05 and the other Sections of this Indenture referred to in (a) and (b) below, and to have satisfied all their other obligations under such Notes, this Indenture, any Note Guarantee and the Registration Rights Agreement (and the Trustee, on demand of and at the expense of the Issuers, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder:

(a) the rights of Holders of outstanding Notes to receive payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due from the trust referred to below;

(b) the Issuers’ obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(c) the rights, powers, trusts, duties and immunities of the Trustee and the Issuers’ obligations in connection therewith; and

(d) the Legal Defeasance provisions of this Indenture.

Subject to compliance with this Article 8, the Issuers may exercise their option under this Section 8.02 notwithstanding the prior exercise of their option under Section 8.03.

Section 8.03 Covenant Defeasance. Upon the exercise by the Issuers and any Parent Guarantor under Section 8.01 of the option applicable to this Section 8.03, the Issuers and any Parent Guarantor shall, subject to the satisfaction of the conditions set forth in Section 8.04, be released from their obligations under the covenants contained in Article 5 and Sections 4.03, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.16, 4.17 and 4.19 with respect to the outstanding Notes and any Note Guarantee on and after the date the conditions set forth in Section 8.04 are satisfied (hereinafter, “Covenant Defeasance”), and the Notes shall thereafter be deemed not “outstanding” for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed “outstanding” for all other purposes hereunder (it being understood that such Notes may not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes and any Note Guarantee, the Issuers may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Issuers’ exercise under Section 8.01 of the option applicable to this Section 8.03, subject to the satisfaction of the conditions set forth in Section 8.04, Sections 6.01(3) through 6.01(6) shall not constitute Events of Default. In addition, upon Covenant Defeasance, any Note Guarantee will be released.

Section 8.04 Conditions to Legal or Covenant Defeasance. The following shall be the conditions to the application of either Section 8.02 or 8.03 to the outstanding Notes:

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Issuers or any Parent Guarantor must irrevocably deposit, or cause to be deposited, with the Trustee, in trust, for the benefit of the Holders of the Notes, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as are expected to be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest on the outstanding Notes on the stated maturity or on the applicable redemption date, as the case may be, and the Issuers and any Parent Guarantor must specify whether the Notes shall be defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Issuers shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that

(a) the Issuers and any Parent Guarantor have received from, or there has been published by, the Internal Revenue Service a ruling; or

(b) since the Issue Date, there has been a change in the applicable federal income tax law,

in either case of (a) or (b) immediately above, to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuers or any Parent Guarantor shall have delivered to the Trustee an Opinion of Counsel confirming that the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default shall have occurred and be continuing either:

(a) on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowing); or

(b) insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit;

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than this Indenture) to which the Issuers or any of their Restricted Subsidiaries is a party or by which the Issuers or any of their Restricted Subsidiaries is bound;

(6) the Issuers or any Parent Guarantor must have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Issuers with the intent of preferring the Holders of the Notes over the other creditors of the Issuers or any Parent Guarantor with the intent of defeating, hindering, delaying or defrauding creditors of the Issuers, any Parent Guarantor or others; and

(7) the Issuers or any Parent Guarantor must have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Notwithstanding the foregoing, the Opinion of Counsel required by clause (2) above with respect to a Legal Defeasance need not be delivered and the conditions set forth in clause 4(b) shall not apply if all Notes not theretofore delivered to the Trustee for cancellation

(a) have become due and payable or

(b) will become due and payable on the maturity date or a redemption date within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuers.

Section 8.05 Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions. Subject to Section 8.06, all money and non-callable Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the "Trustee") pursuant to Section 8.04 in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuers acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Issuers shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or non-callable Government Securities deposited pursuant to Section 8.04 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Anything in this Article 8 to the contrary notwithstanding, the Trustee shall deliver or pay to the Issuers from time to time upon the request of the Issuers any money or non-callable Government Securities held by it as provided in Section 8.04 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification

thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(1)), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.06 Repayment to Issuers. Any money deposited with the Trustee or any Paying Agent, or then held by the Issuers, in trust for the payment of the principal of, premium, if any, or interest on any Note and remaining unclaimed for two years after such principal, and premium, if any, or interest has become due and payable shall be paid to the Issuers on their request or (if then held by the Issuers) shall be discharged from such trust; and the Holder of such Note shall thereafter look only to the Issuers for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuers as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Issuers cause to be published once, in The New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining shall be repaid to the Issuers.

Section 8.07 Reinstatement. If the Trustee or Paying Agent is unable to apply any United States dollars or non-callable Government Securities in accordance with Section 8.02 or 8.03, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuers' obligations under this Indenture and the Notes, shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03, as the case may be; provided, however, that, if the Issuers make any payment of principal of, premium, if any, or interest on any Note following the reinstatement of their obligations, the Issuers shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE IX

AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01 Without Consent of Holders of Notes. Notwithstanding Section 9.02 of this Indenture, the Issuers, any Parent Guarantor and the Trustee may amend or supplement this Indenture, the Notes or any Note Guarantee without the consent of any Holder of a Note:

- (1) to cure any ambiguity, defect or inconsistency;
- (2) to provide for uncertificated Notes in addition to or in place of certificated Notes;
- (3) to provide for or confirm the issuance of Additional Notes;
- (4) to provide for the assumption of the Issuers' or any Parent Guarantor's obligations to Holders of Notes in the case of a merger or consolidation or sale of all or substantially all of the assets of the Issuers pursuant to Article 5;

(5) to release any Subsidiary Guarantee in accordance with the provisions of this Indenture;

(6) to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under this Indenture of any Holder;

(7) to add a guarantor; or

(8) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA or otherwise as necessary to comply with applicable law.

Upon the request of the Issuers and any Parent Guarantor accompanied by a resolution of their respective boards of directors or the Board of Directors of CCI authorizing the execution of any such amended or supplemental Indenture, Notes or Note Guarantee (or an amendment or supplement of any of the foregoing), and upon receipt by the Trustee of the documents described in Section 7.02, the Trustee shall join with the Issuers and any Parent Guarantor in the execution of any amended or supplemental Indenture, Notes or Note Guarantee authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental Indenture, Notes or Note Guarantee that affects its own rights, duties or immunities under this Indenture, Notes, or Note Guarantee or otherwise.

Section 9.02 With Consent of Holders of Notes. Except as provided below in this Section 9.02, this Indenture, the Notes or any Note Guarantee may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding. This includes consents obtained in connection with a purchase of, or a tender offer or exchange offer for, Notes. Any existing Default or compliance with any provision of this Indenture, the Notes or any Note Guarantee (other than any provision relating to the right of any Holder to bring suit for the enforcement of any payment of principal, premium, if any, and interest on such Holder's Notes, on or after the scheduled due dates expressed in the Notes) may be waived with the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or a tender offer or exchange offer for, Notes). Section 2.08 shall determine which Notes are considered to be "outstanding" for purposes of this Section 9.02.

Upon the request of the Issuers and any Parent Guarantor accompanied by a resolution of their respective boards of directors or the Board of Directors of CCI authorizing the execution of any such amended or supplemental Indenture, Notes or Note Guarantee (or an amendment or supplement of any of the foregoing), and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents (if any) described in Section 7.02, the Trustee shall join with the Issuers and any Parent Guarantor in the execution of such amended or supplemental Indenture, Notes or Note Guarantee (or such amendment or supplement) unless such amended or supplemental Indenture, Notes or Note Guarantee (or such amendment or supplement) directly affects the Trustee's own rights, duties or immunities under this Indenture, Notes or Note

Guarantee or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amended or supplemental Indenture, Notes or Note Guarantee (or such amendment or supplement).

It shall not be necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Issuers shall mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Issuers to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental Indenture, Notes or Note Guarantee (or such amendment) or waiver. Without the consent of each Holder affected thereby, an amendment, supplement or waiver under this Section 9.02 may not (with respect to any Notes held by such Holder):

- (1) reduce the principal amount of such Notes;
- (2) change the fixed maturity of such Notes or reduce the premium payable upon redemption of such Notes;
- (3) reduce the rate of or extend the time for payment of interest on such Notes;
- (4) waive a Default or an Event of Default in the payment of principal of, or premium, if any, or interest on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes and a waiver of the payment default that resulted from such acceleration);
- (5) make such Notes payable in money other than that stated in such Notes;
- (6) make any change in the provisions of this Indenture relating to waivers of past Defaults applicable to any Notes or the rights of Holders thereof to receive payments of principal of, or premium, if any, or interest on such Notes;
- (7) waive a redemption payment with respect to such Notes (other than a payment required by Section 4.11 or 4.16); or
- (8) make any change in this Section 9.02.

Section 9.03 Compliance with Trust Indenture Act. Every amendment or supplement to this Indenture or the Notes shall be set forth in an amended or supplemental Indenture that complies with the TIA as then in effect.

Section 9.04 Revocation and Effect of Consents. Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the

same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. After an amendment, supplement or waiver becomes effective, it shall bind every Holder. An amendment, supplement or waiver becomes effective once both (i) the requisite number of consents have been received by the Issuers or the Trustee and (ii) such amendment, supplement or waiver has been executed by the Company and the Trustee.

The Issuers may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date.

Section 9.05 Notation on or Exchange of Notes. The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Issuers in exchange for all Notes may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

Section 9.06 Trustee to Sign Amendments, etc. The Trustee shall sign any amended or supplemental Indenture, Notes or Note Guarantee (or an amendment or supplement to any of the foregoing) authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee under this Indenture or otherwise. The Issuers and any Parent Guarantor may not sign an amendment or supplemental Indenture until their respective boards of directors or the Board of Directors of CCI approves it. In executing any amended or supplemental indenture, the Trustee shall be provided with and (subject to Section 7.01) shall be fully protected in relying upon, in addition to the documents required by Section 11.04, an Officer's Certificate and an Opinion of Counsel, in each case from each of the Issuers, stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture.

ARTICLE X

GUARANTEE

Section 10.01 Unconditional Guarantee. If any Parent is added as a guarantor, such Parent Guarantor unconditionally guarantees, on a senior unsecured basis, to the Holders of all Notes authenticated and delivered by the Trustee and to the Trustee and its successors and assigns that: (i) the principal of and interest on the Notes will be promptly paid in full when due, subject to any applicable grace period, whether at maturity, by acceleration or otherwise, and interest on the overdue principal, if any, and interest on any interest, to the extent lawful, of the

Notes and all other Obligations of the Issuers to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (ii) in case of any extension of time of payment or renewal of any Notes or of any such other Obligations, the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, subject to any applicable grace period, whether at stated maturity, by acceleration or otherwise. Any Parent Guarantor agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuers, and action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Any Parent Guarantor waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of any Issuer, any right to require a proceeding first against an Issuer, protest, notice and all demands whatsoever and covenants that any Note Guarantee will not be discharged except by complete performance of the Obligations contained in the Notes, this Indenture and any Note Guarantee, and waives any and all defenses available to a surety (other than payment in full). If any Holder or the Trustee is required by any court or otherwise to return to the Issuers or any Parent Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to the Issuers or any Parent Guarantor, any amount paid by the Issuers or any Parent Guarantor to the Trustee or such Holder, any Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. Any Parent Guarantor further agrees that, as between any Parent Guarantor, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 for the purposes of any Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Obligations guaranteed hereby, and (y) in the event of any acceleration of such obligations as provided in Article 6, such Obligations (whether or not due and payable) shall forthwith become due and payable by any Parent Guarantor for the purpose of any Note Guarantee.

Section 10.02 Severability. In case any provision of any Note Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 10.03 Waiver of Subrogation. Until all Obligations under the Notes are paid in full, any Parent Guarantor irrevocably waives any claims or other rights which it may now or hereafter acquire against the Issuer that arise from the existence, payment, performance or enforcement of any Parent Guarantor's Obligations under its Note Guarantee and this Indenture, including any right of subrogation, reimbursement, exoneration, indemnification, and any right to participate in any claim or remedy of any Holder against the Issuers, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including the right to take or receive from the Issuers, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim or other rights. If any amount shall be paid to any Parent Guarantor in violation of the preceding sentence and the Notes shall not have been paid in full, such amount shall have been deemed to have been paid to any Parent Guarantor for the benefit of, and held in trust for the benefit of, the Holders, and shall forthwith be paid to the Trustee for the benefit of the Holders to be credited and applied upon the Notes, whether matured or unmatured, in accordance with the terms of this Indenture.

Section 10.04 Execution of Note Guarantee. To evidence its Note Guarantee to the Holders set forth in this Article 10, any Parent Guarantor agrees to execute the Note Guarantee endorsed on each Note ordered to be authenticated and delivered by the Trustee. Any Parent Guarantor agrees that its Note Guarantee set forth in this Article 10 shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee. Each such Note Guarantee shall be signed on behalf of any Parent Guarantor by one of its authorized Officers prior to the authentication of the Note on which it is endorsed, and the delivery of such Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of such Note Guarantee on behalf of any Parent Guarantor. Such signatures upon any Note Guarantee may be by manual or facsimile signature of such Officer and may be imprinted or otherwise reproduced on any Note Guarantee, and in case any such Officer who shall have signed any Note Guarantee shall cease to be such Officer before the Note on which such Note Guarantee is endorsed shall have been authenticated and delivered by the Trustee or disposed of by the Issuers, such Note nevertheless may be authenticated and delivered or disposed of as though the Person who signed any Note Guarantee had not ceased to be such Officer of any Parent Guarantor.

Section 10.05 Waiver of Stay, Extension or Usury Laws. Any Parent Guarantor covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law or any usury law or other law that would prohibit or forgive it from performing any Note Guarantee as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Indenture; and (to the extent that it may lawfully do so) any Parent Guarantor hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Trust Indenture Act Controls. If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA Section 318(c), the imposed duties shall control.

Section 11.02 Notices. Any notice or communication by the Issuers or the Trustee to the others is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return receipt requested), telex, telecopier or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Issuers:

CCH II, LLC
CCH II Capital Corp.
Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100

St. Louis, Missouri 63131
Telecopier No.: (314) 965-8793
Attention: General Counsel and Corporate Secretary

With a copy to:

Kirkland & Ellis LLP
153 East 53rd Street
New York, NY 10022
Telecopier No.: (212) 446-4900
Attention: Christian O. Nagler, Esq.

If to the Trustee:

The Bank of New York Trust Company, NA
2 North LaSalle Street, Suite 1020
Chicago, Illinois 60602
Telecopier No.: (312) 827-8542
Attention: Corporate Trust Department

The Issuers or the Trustee, by notice to the others may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt acknowledged, if telecopied; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Any notice or communication to a Holder shall be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in TIA Section 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it. If the Issuers mail a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

Section 11.03 Communication by Holders of Notes with Other Holders of Notes.
Holders may communicate pursuant to TIA Section 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Issuers, any Parent Guarantor, the Trustee, the Registrar and anyone else shall have the protection of TIA Section 312(c).

Section 11.04 Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Issuers to the Trustee to take any action under this Indenture, the Issuers shall furnish to the Trustee:

(1) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 11.05) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(2) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 11.05) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

Section 11.05 Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA Section 314(a)(4)) shall comply with the provisions of TIA Section 314(e) and shall include:

(1) a statement that the Person making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(4) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

Section 11.06 Rules by Trustee and Agents. The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 11.07 No Personal Liability of Directors, Officers, Employees, Incorporators, Members and Stockholders. No director, officer, employee or incorporator of the Issuers or any Parent Guarantor, as such, and no member or stockholder of the Issuers or any Parent Guarantor, as such, shall have any liability for any obligations of the Issuers or any Parent Guarantor under the Notes, this Indenture, any Note Guarantee or the Registration Rights Agreement, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note and any Note Guarantee waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes and any Note Guarantee.

Section 11.08 Governing Law. **THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS INDENTURE AND THE NOTES AND ANY NOTE GUARANTEE WITHOUT GIVING EFFECT TO THE APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE OR THE NOTES OR ANY NOTE GUARANTEE.**

Section 11.09 No Adverse Interpretation of Other Agreements. This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Issuers, their Parents or their Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 11.10 Successors. All agreements of the Issuers and any Parent Guarantor in this Indenture and the Notes, as the case may be, shall bind their respective successors. All agreements of the Trustee in this Indenture shall bind its successors.

Section 11.11 Severability. In case any provision in this Indenture or the Notes, as the case may be, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11.12 Counterpart Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 11.13 Table of Contents, Headings, etc. The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions.

Section 11.14 Waiver of Jury Trial. EACH OF THE ISSUERS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 11.15 Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

ARTICLE XII

SATISFACTION AND DISCHARGE

Section 12.01 Satisfaction and Discharge of Indenture. This Indenture, the Notes, any Note Guarantee and the Registration Rights Agreement shall cease to be of further effect (except as to any surviving rights of registration of transfer or exchange of Notes herein expressly provided for), and the Trustee, on demand of and at the expense of the Issuers, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture, the Notes, any Note Guarantee and the Registration Rights Agreement, when

(1) either:

(a) all Notes theretofore authenticated and delivered (other than (i) Notes which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.07 and (ii) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuers and thereafter repaid to the Issuers or discharged from such trust,) have been delivered to the Trustee for cancellation; or

(b) all such Notes not theretofore delivered to the Trustee for cancellation:

(i) have become due and payable, or

(ii) will become due and payable at their Stated Maturity within one year, or

(iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuers,

and the Issuers, in the case of (i), (ii) or (iii) above, have deposited or caused to be deposited with the Trustee as trust funds in trust for the purpose an amount sufficient to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Trustee for cancellation, for principal (and premium, if any) and interest to the date of such deposit (in the case of Notes which have become due and payable) or to the maturity or redemption thereof, as the case may be;

(2) the Issuers have paid or caused to be paid all other sums payable hereunder by the Issuers; and

(3) each of the Issuers has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture pursuant to this Article 12, the obligations of the Issuers to the Trustee under Section 7.07, and, if money shall have been

deposited with the Trustee pursuant to subclause (b) of clause (1) of this Section, the obligations of the Trustee under Section 12.02 shall survive such satisfaction and discharge.

Section 12.02 Application of Trust Money. All money deposited with the Trustee pursuant to Section 12.01 shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee.

[Signatures on following page]

Dated as of [], 2009

CCH II, LLC, as an Issuer

By: _____
Name: Eloise Schmitz
Title: Senior Vice-President, Strategic
Planning

CCH II CAPITAL CORP., as an Issuer

By: / _____
Name: Eloise Schmitz
Title: Senior Vice-President, Strategic
Planning

The Bank of New York Trust Company,
NA, as Trustee

By: _____
Name:
Title:

SIGNATURE PAGE FOR INDENTURE

[Face of Note]

THE HOLDER OF THIS NOTE BY ACCEPTANCE HEREOF ALSO AGREES, REPRESENTS AND WARRANTS THAT IF IT IS A PURCHASER IN A SALE THAT OCCURS OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS OF THE SECURITIES ACT, IT ACKNOWLEDGES THAT, UNTIL EXPIRATION OF THE “40-DAY DISTRIBUTION COMPLIANCE PERIOD” WITHIN THE MEANING OF RULE 903 OF REGULATIONS, ANY OFFER OR SALE OF THIS NOTE SHALL NOT BE MADE BY IT TO A U.S. PERSON TO OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON WITHIN THE MEANING OF RULE 902(k) UNDER THE SECURITIES ACT.¹

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY OR SUCH OTHER REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.²

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF CEDE & CO. OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR’S NOMINEE.³

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAW. THE HOLDER HEREOF, BY PURCHASING THIS SECURITY, AGREES FOR THE BENEFIT OF THE COMPANY THAT NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION THEREIN MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED (X) PRIOR TO THE FIRST ANNIVERSARY OF THE ISSUANCE HEREOF OR (Y) AT ANY TIME BY ANY TRANSFEROR THAT WAS AN AFFILIATE OF EITHER ISSUER DURING THE THREE MONTHS PRECEDING THE DATE OF SUCH OFFER, RESALE, PLEDGE OR OTHER TRANSFER, IN EITHER CASE, OTHER THAN (1) TO AN ISSUER, (2) PURSUANT TO AN EFFECTIVE REGISTRATION

¹ This paragraph should be included only for Regulation S Global Notes.

² This paragraph should be included only if the Notes are issued in global form.

³ This paragraph should be included only if the Notes are issued in global form.

STATEMENT UNDER THE SECURITIES ACT, (3) SO LONG AS THIS SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON WHOM THE TRANSFEROR REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN EACH CASE, TO WHOM NOTICE IS GIVEN THAT THE OFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (4) TO NON-U.S. PERSONS IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, OR (5) IN ANY OTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND SUBJECT TO THE TRUSTEE OR THE ISSUERS RECEIVING SUCH CERTIFICATES, LEGAL OPINIONS AND OTHER INSTRUMENTS, IN THE CASE OF TRANSFERS PURSUANT TO CLAUSES (3), (4) OR (5), AS MAY BE REQUIRED BY THE INDENTURE.⁴

⁴ This paragraph should be removed upon the registration of the Notes pursuant to the terms of a Registration Rights Agreement.

CUSIP NO. [_____]

[]% Senior Notes due 2016

No. ____

[\$_____]

CCH II, LLC and CCH II CAPITAL CORP. promise to pay to _____ or its registered assigns, the principal amount of _____ Dollars (\$ _____) on [] [].

Interest Payment Dates: February 15 and August 15

Record Dates: February 1 and August 1

Subject to Restrictions set forth in this Note.

IN WITNESS WHEREOF, each of CCH II, LLC and CCH II Capital Corp. has caused this instrument to be duly executed.

Dated:

CCH II, LLC

By: _____
Name:
Title:

CCH II CAPITAL CORP.

By: _____
Name:
Title:

This is one of the Notes referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK TRUST

COMPANY, NA, as Trustee

By: _____
Authorized Signatory

[Back of Note]

13.5% Senior Notes due 2016

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest

CCH II, LLC, a Delaware limited liability company (the “Company”), and CCH II Capital Corp., a Delaware corporation (“Capital Corp” and, together with the Company, the “Issuers”), promise to pay interest on the principal amount of this Note at the rate of []% per annum from the Issue Date until maturity. [The interest rate on the Notes is subject to increase pursuant to the provisions of the Registration Rights Agreement entered into on the Issue Date.]* The Issuers will pay interest semi-annually in arrears on February 15 and August 15 of each year commencing on February 15, 2010 (each an “Interest Payment Date”), or if any such day is not a Business Day, on the next succeeding Business Day. Interest on the Notes will accrue from and including the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; provided that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face and the next succeeding Interest Payment Date, interest shall accrue from and including such next succeeding Interest Payment Date. The Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the rate then in effect; they shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods) from time to time on demand at the same rate. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment

The Issuers shall pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the February 1 or August 1 next preceding the Interest Payment Date, even if such Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. Payments in respect of the Notes represented by the Global Notes (including principal, premium, if any, and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Global Note holder. With respect to Notes in certificated form, the Issuer will make all payments of principal, premium, if any, and interest, by wire transfer of immediately available funds to the accounts specified by the holders thereof or, if no such account is specified, by mailing a check to each such holder’s registered address. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

* Applicable only to Notes entitled to the benefit of the Registration Rights Agreement.

3. Paying Agent and Registrar

Initially, The Bank of New York Trust Company, NA, the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuers may change any Paying Agent or Registrar without notice to any Holder. The Company or any of its Subsidiaries may act in any such capacity.

4. Indenture

The Issuers issued the Notes under an Indenture dated as of [], 2009 (the “Indenture”) among the Issuers, any Parent Guarantor and the Trustee. Capitalized terms not otherwise defined herein are used herein as defined in the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code Section 77aaa-77bbbb). The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

5. Optional Redemption

(a) Except as set forth in clause (b) and (c) of this paragraph 5, the Issuers shall not have the option to redeem the Notes pursuant to this paragraph 5 prior to [], 2012. On [], 2012 and thereafter, the Issuers shall have the option to redeem the Notes, in whole or in part, at the applicable redemption prices (expressed as percentages of the principal amount) set forth below plus accrued and unpaid interest thereon, if any, to the applicable redemption date, if redeemed during the twelve-month period beginning on [] of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2012	106.75%
2013	103.375%
2014	101.6875%
2015 and thereafter	100.000%

(b) Notwithstanding the provisions of clause (a) of this Paragraph 5, at any time prior to [], 2012, the Issuers may on any one or more occasions redeem up to 35% of the original aggregate principal amount of the Notes (including the principal amount of any Additional Notes) issued under the Indenture on a pro rata basis (or as nearly pro rata as practicable), at a redemption price of 113.50% of the principal amount thereof, plus accrued and unpaid interest to the redemption date, with the net cash proceeds of one or more Equity Offerings; provided that:

(1) at least 65% of the original aggregate principal amount of Notes (including the principal amount of any Additional Notes) issued under the Indenture must remain outstanding immediately after the occurrence of such redemption (excluding Notes held by the Company and its Subsidiaries); and

(2) the redemption must occur within 60 days of the date of the closing of such Equity Offering.

(c) Notwithstanding the provisions of clause (a) of this paragraph 5, at any time prior to [], 2012, the Notes may be redeemed, in whole or in part, at the option of the Company upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to each Holder's registered address, at a redemption price equal to 100% of the principal amount of such Notes redeemed plus the relevant Applicable Premium as of, and accrued and unpaid interest and Special Interest, if any, to, the applicable redemption date, subject to the right of holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date.

6. Mandatory Redemption and Repurchase

Except as otherwise provided in Paragraph 7 below, the Issuers shall not be required to make mandatory redemption payments with respect to the Notes or be required to repurchase any of the Notes.

7. Repurchase at Option of Holder

(a) If there is a Change of Control, the Issuers shall make an offer (a "Change of Control Offer") to repurchase all or any part (equal to \$1,000 in principal amount or an integral multiple thereof) of each Holder's Notes at a purchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon, if any, to the date of purchase (the "Change of Control Payment"). Within 10 days following any Change of Control, the Issuers shall mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase Notes on the Change of Control Payment Date specified in such notice, pursuant to the procedures required by the Indenture and described in such notice.

(b) If the Company or a Restricted Subsidiary thereof consummates any Asset Sale, the Issuers may be required to offer to purchase the Notes.

8. Denominations, Transfer, Exchange

The Notes are in registered form without coupons in denominations of \$1,000 and integral multiples of \$1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents, and the Issuers may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuers need not exchange or register the transfer of any Note or portion of a Note selected for redemption or repurchase, except for the unredeemed or unrepurchased portion of any Note being redeemed or repurchased in part. Also, the Issuers need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or repurchased or during the period between a record date and the corresponding Interest Payment Date.

9. Persons Deemed Owners

The registered Holder of a Note may be treated as its owner for all purposes.

10. Amendment, Supplement and Waiver

Subject to certain exceptions, the Indenture, the Notes or any Note Guarantee may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and any existing default or compliance with any provision of the Indenture, the Notes or any Note Guarantee may be waived with the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes). Without the consent of any Holder of a Note, the Issuers, any Parent Guarantor and the Trustee may amend or supplement the Indenture, the Notes or any Note Guarantee to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to provide for the assumption of an Issuer's or Parent Guarantor's obligations to Holders of Notes in the case of a merger or consolidation or sale of all or substantially all of the Issuers' assets, to release any Subsidiary Guarantee in accordance with the provisions of the Indenture, to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under the Indenture of any such Holder, to comply with the requirements of the SEC in order to effect or maintain the qualification of the Indenture under the TIA or otherwise as necessary to comply with applicable law.

11. Defaults and Remedies

Each of the following is an Event of Default: (i) default for 30 consecutive days in the payment when due of interest on the Notes, (ii) default in payment when due of the principal of or premium, if any, on the Notes, (iii) failure by the Company or any of its Restricted Subsidiaries to comply with Sections 4.16 and 5.01 of the Indenture, (iv) failure by the Company or any of its Restricted Subsidiaries for 30 consecutive days after written notice thereof has been given to the Issuers by the Trustee or to the Issuers and the Trustee by the Holders of at least 25% of the principal amount of the Notes outstanding to comply with any of their other covenants or agreements in the Indenture, (v) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries (or the payment of which is guaranteed by the Company or any of its Restricted Subsidiaries), whether such Indebtedness or guarantee now exists or is created after the date of the Indenture, if that default: (a) is caused by a failure to pay at final stated maturity the principal amount of such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "Payment Default"); or (b) results in the acceleration of such Indebtedness prior to its express maturity, and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$100 million or more, (vi) failure by the Company or any of its Restricted Subsidiaries to pay final judgments which are non-appealable aggregating in excess of \$100 million (net of applicable insurance which has not been denied in writing by the insurer), which judgments are not paid, discharged or stayed for a period of 60 days or (vii) certain events of bankruptcy or insolvency with respect to the Company or any of its Significant Subsidiaries. In the case of an Event of Default arising from certain events of bankruptcy or insolvency with respect to the Company, all outstanding

Notes will become due and payable without further action or notice. If any other Event of Default occurs and is continuing, the Trustee by notice to the Issuers or the Holders of at least 25% in principal amount of the then outstanding Notes by notice to the Issuers and the Trustee may declare all the Notes to be due and payable. Holders may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest on, or the principal of, the Notes. The Issuers are required to deliver to the Trustee annually a statement regarding compliance with the Indenture. Upon becoming aware of any Default or Event of Default, the Issuers are required to deliver to the Trustee a statement specifying such Default or Event of Default.

12. Trustee Dealings with Issuers

The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Issuers or their Affiliates, and may otherwise deal with the Issuers or their Affiliates, as if it were not the Trustee.

13. No Recourse Against Others

A director, officer, employee, incorporator, member or stockholder of either of the Issuers or any Parent Guarantor, as such, shall not have any liability for any obligations of the Issuers or any Parent Guarantor under the Notes, the Indenture, any Note Guarantee or the Registration Rights Agreement or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note and any Note Guarantee waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes and any Note Guarantees.

14. Governing Law

THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS NOTE AND THE INDENTURE WITHOUT GIVING EFFECT TO THE APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. EACH OF THE PARTIES HERETO AND THE HOLDERS AGREE TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

15. Authentication

This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

17. Additional Rights of Holders of Restricted Global Notes and Restricted Definitive Notes

In addition to the rights provided to Holders of Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes shall have all the rights set forth in the applicable Registration Rights Agreement.

18. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuers have caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuers will furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to:

**CCH II, LLC
CCH II Capital Corp.
c/o Charter Communications, Inc.
12405 Powerscourt Drive Suite 100
St. Louis, Missouri 63131
Attention: Secretary
Telecopier No.: (314) 965-8793**

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

(Insert assignee's legal name)

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____ to transfer this Note on the books of the Issuers. The agent may substitute another to act for him.

Date: _____ Your Signature:

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee⁵:

⁵ Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuers pursuant to Section 4.11 or 4.16 of the Indenture, check the appropriate box below:

Section 4.11

Section 4.16

If you want to elect to have only part of the Note purchased by the Issuers pursuant to Section 4.11 or Section 4.16 of the Indenture, state the amount you elect to have purchased:
\$_____.

Date: _____ Your Signature:

(Sign exactly as your name appears on the
face of this Note)

Tax Identification No.:

Signature Guarantee⁶:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

⁶ Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR
REGISTRATION OF TRANSFER RESTRICTED NOTES

CCH II, LLC
CCH II Capital Corp.
c/o Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, Missouri 63131

Attention: Chief Financial Officer

The Bank of New York Trust Company, NA
2 North LaSalle Street, Suite 1020
Chicago, Illinois 60602

Attention: Corporate Trust Department

Re: CUSIP # _____

Reference is hereby made to the Indenture, dated as of [_____], 2009 (the “Indenture”), among CCH II, LLC (the “Company”), CCH II Capital Corp. (“Capital Corp” and, together with the Company, the “Issuers”), and The Bank of New York Trust Company, NA, as Trustee. Capitalized terms used but not defined herein shall have the meanings set forth in the Indenture.

This certificate relates to \$ _____ principal amount of Notes held in (check applicable space) _____ book-entry or _____ definitive form by the undersigned.

The undersigned _____ (transferor) (check one box below):

- hereby requests the Registrar to deliver in exchange for its beneficial interest in the Global Note held by the Depository a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Note (or the portion thereof indicated above), in accordance with Section 2.06 of the Indenture;
- hereby requests the Trustee to exchange or register the transfer of a Note or Notes to _____ (transferee).

In connection with any transfer of any of the Notes evidenced by this certificate occurring prior to the expiration of the periods referred to in Rule 144(k) under the Securities Act of 1933, as amended, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW:

- (1) to the Issuers or any of their subsidiaries; or
- (2) pursuant to an effective registration statement under the Securities Act of 1933, as amended; or
- (3) inside the United States to a “qualified institutional buyer” (as defined in Rule 144A under the Securities Act of 1933, as amended) that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that such transfer is being made in reliance on Rule 144A under the Securities Act of 1933, as amended, in each case pursuant to and in compliance with Rule 144A thereunder; or
- (4) outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act of 1933, as amended, in compliance with Rule 904 thereunder; or
- (5) in another transaction that does not require registration under the Securities Act.

Unless one of the boxes is checked, the Registrar will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered holder thereof.

Signature

Signature Guarantee: _____
(Signature must be guaranteed by a participant in a recognized signature guarantee medallion program)

TO BE COMPLETED BY PURCHASER IF (3) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act of 1933, as amended (“Rule 144A”), and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned’s foregoing representations in order to claim the exemption from registration provided by Rule 144A.

[Name of Transferee]

Dated: _____

NOTICE: To be executed by an executive officer

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE⁷

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease (or increase)	Signature of authorized officer of Trustee or Note Custodian
------------------	--	--	---	--

⁷ Should be included only in Notes issued in global form.

NOTE GUARANTEE

For value received, the undersigned hereby unconditionally guarantees, on a senior unsecured basis, to the Holder of this Note the cash payments in United States dollars of principal of, premium, if any, and interest on this Note in the amounts and at the times when due and interest on the overdue principal, premium, if any, and interest, if any, of this Note, if lawful, and the payment or performance of all other Obligations of the Issuers under the Indenture or this Note, to the Holder of this Note and the Trustee, in accordance with the Note, Article 10 of the Indenture and this Note Guarantee, including the terms stated in the Note, the Indenture and this Note Guarantee. The validity and enforceability of this Note Guarantee shall not be affected by the fact that it is not affixed to any particular Note. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture dated as of [], 2009 among CCH II, LLC, a Delaware limited liability company, CCH II Capital Corp., a Delaware corporation, the undersigned, and The Bank of New York Trust Company, NA, as trustee (as amended or supplemented, the "Indenture").

THIS NOTE GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. The undersigned hereby agrees to submit to the jurisdiction of the courts of the State of New York in any action or proceeding arising out of or relating to this Note Guarantee.

This Note Guarantee is subject to release upon the terms set forth in the Indenture.

[]

By: _____
Name:
Title:

[FORM OF CERTIFICATE TO BE DELIVERED
IN CONNECTION WITH TRANSFERS PURSUANT TO RULE 144A]

CCH II, LLC
CCH II Capital Corp.
c/o Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, Missouri 63131

Attention: Chief Financial Officer

The Bank of New York Trust Company, NA
2 North LaSalle Street, Suite 1020
Chicago, Illinois 60602
Attention: Corporate Trust Department

Re: CCH II, LLC and CCH II Capital Corp. (the "Issuers")
[]% Senior Notes due 2016 (the "Notes")

Ladies and Gentlemen:

In connection with our proposed sale of \$_____ aggregate principal amount at maturity of the Notes, we hereby certify that such transfer is being effected pursuant to and in accordance with Rule 144A ("Rule 144A") under the United States Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, we hereby further certify that the Notes are being transferred to a person that we reasonably believe is purchasing the Notes for its own account, or for one or more accounts with respect to which such person exercises sole investment discretion, and such person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Notes are being transferred in compliance with any applicable blue sky securities laws of any state of the United States.

You and the Issuers are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

Very truly yours,

[Name of Transferor]

By: _____
Authorized Signature

[FORM OF CERTIFICATE TO BE DELIVERED
IN CONNECTION WITH TRANSFERS
PURSUANT TO REGULATION S]

CCH II, LLC
CCH II Capital Corp.
c/o Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, Missouri 63131

Attention: Chief Financial Officer

The Bank of New York Trust Company, NA
2 North LaSalle Street, Suite 1020
Chicago, Illinois 60602
Attention: Corporate Trust Department

Re: CCH II, LLC and CCH II Capital Corp. (the “Issuers”)
13.50% Senior Notes due 2016 (the “Notes”)

Ladies and Gentlemen:

In connection with our proposed sale of \$_____ aggregate principal amount of the Notes, we confirm that such sale has been effected pursuant to and in accordance with Regulation S under the United States Securities Act of 1933, as amended (the “Securities Act”), and, accordingly, we represent that:

- (1) the offer of the Notes was not made to a person in the United States;
- (2) either (a) at the time the buy order was originated, the transferee was outside the United States or we and any person acting on our behalf reasonably believed that the transferee was outside the United States or (b) the transaction was executed in, on or through the facilities of a designated off-shore securities market and neither we nor any person acting on our behalf knows that the transaction has been pre-arranged with a buyer in the United States;
- (3) no directed selling efforts have been made in the United States in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S, as applicable;
- (4) the transaction is being made in compliance with any applicable securities laws of any state of the United States or any other applicable jurisdiction; and

(5) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and not the result of offers or sales specifically targeted to an identifiable group of U.S. citizens abroad.

If the transfer of the beneficial interest occurs prior to the expiration of the 40-day distribution compliance period set forth in Regulation S, the transferred beneficial interest will be held immediately thereafter through Euroclear or Clearstream.

In addition, if the sale is made during a restricted period and the provisions of Rule 903(c)(3) or Rule 904(c)(1) of Regulation S are applicable thereto, we confirm that such sale has been made in accordance with the applicable provisions of Rule 903(c)(3) or Rule 904(c)(1), as the case may be.

The Issuers and you are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby. Terms used in this certificate have the meanings set forth in Regulation S.

Very truly yours,

[Name of Transferor]

By: _____
Authorized Signature

[COMPLETE FORM I OR FORM II AS APPLICABLE.]

*[FORM I - To be used by
the owner of a beneficial interest in a Temporary Regulation S Global Note]*

CERTIFICATE OF BENEFICIAL OWNERSHIP IN CONNECTION WITH EXCHANGES OF
TEMPORARY REGULATION S GLOBAL NOTES

CCH II, LLC
CCH II Capital Corp.
c/o Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, Missouri 63131
Attention: Chief Financial Officer

The Bank of New York Trust Company, NA
2 North LaSalle Street, Suite 1020
Chicago, Illinois 60602
Attention: Corporate Trust Department

Re: []% Senior Notes due 2016 (CUSIP [_____])

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of [], 2009 (the “Indenture”), among CCH II, LLC (the “Company”), CCH II Capital Corp. (“Capital Corp” and, together with the Company, the “Issuers”), and The Bank of New York Trust Company, NA, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

We are the beneficial owner of \$____ principal amount of Notes issued under the Indenture and represented by a Temporary Regulation S Global Note.

We hereby certify as follows:

[CHECK A OR B AS APPLICABLE.]

- A. We are a non-U.S. person (within the meaning of Regulation S under the Securities Act).
- B. We are a U.S. person (within the meaning of Regulation S under the Securities Act) that purchased the Notes in a transaction that did not require registration under the Securities Act.

You are entitled to rely upon this Certificate and are irrevocably authorized to produce this Certificate or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

Very truly yours,

[NAME OF BENEFICIAL OWNER]

By: _____

Name:

Title:

Address:

Date: _____

[FORM II - To be used by a Person acting on behalf of an owner of a beneficial interest in a Temporary Regulation Global Note]

CERTIFICATE OF BENEFICIAL OWNERSHIP IN CONNECTION WITH EXCHANGES OF
TEMPORARY REGULATION S GLOBAL NOTES

CCH II, LLC
CCH II Capital Corp.
c/o Charter Communications, Inc.
12405 Powerscourt Drive, Suite 100
St. Louis, Missouri 63131

Attention: Chief Financial Officer

The Bank of New York Trust Company, NA
2 North LaSalle Street, Suite 1020
Chicago, Illinois 60602
Attention: Corporate Trust Department

Re: []% Senior Notes due 2016 (CUSIP [_____])

Ladies and Gentlemen:

Reference is hereby made to the Indenture, dated as of [], 2009 (the “Indenture”), among CCH II, LLC (the “Company”), CCH II Capital Corp. (“Capital Corp.” and, together with the Company, the “Issuers”), and The Bank of New York Trust Company, NA, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

This is to certify that based solely on certifications we have received in writing, by tested telex or by electronic transmission from institutions appearing in our records as persons being entitled to a portion of the principal amount of Notes represented by a Temporary Regulation S Global Note issued under the above-referenced Indenture, that as of the date hereof, \$_____ principal amount of Notes represented by the Temporary Regulation S Global Note being submitted herewith for exchange is beneficially owned by persons that are either (i) non-U.S. persons (within the meaning of Regulation S under the Securities Act) or (ii) U.S. persons that purchased the Notes in a transaction that did not require registration under the Securities Act.

We further certify that (i) we are not submitting herewith for exchange any portion of such Temporary Regulation S Global Note excepted in such certifications and (ii) as of the date hereof we have not received any notification from any institution to the effect that the statements made by such institution with respect to any portion of such Temporary Regulation S Global Note submitted herewith for exchange are no longer true and cannot be relied upon as of the date hereof.

You are entitled to rely upon this Certificate and are irrevocably authorized to produce this Certificate or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

Yours faithfully,

[Name of DTC Participant]

By: _____

Name:

Title:

Address:

Date: _____

EXCHANGE AGREEMENT

This EXCHANGE AGREEMENT (this "**Agreement**"), dated as of [•], 2009, is made by and among Charter Communications, Inc., a Delaware corporation (the "**Company**"), Charter Investment, Inc., a Delaware corporation ("**CII**"), Paul G. Allen ("**Mr. Allen**"), and Charter Communications Holding Company, LLC, a Delaware limited liability company ("**Holdco**").

RECITALS

WHEREAS, on [•], 2009, the Company, CII, Holdco and certain direct and indirect subsidiaries of Holdco (collectively, the "**Debtors**") filed petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**").

WHEREAS, the Debtors filed a joint plan of reorganization (the "**Joint Plan**") which, pursuant to the Bankruptcy Code, was confirmed by an order, entered [•], 2009 (the "**Confirmation Order**"), of the Bankruptcy Court.

WHEREAS, pursuant to the Joint Plan, among other things, and on the effective date thereof (the "**Effective Date**") (i) all of CII's membership interests in Holdco are being cancelled, other than a 1% interest to be retained by CII (the "**Retained Interest**"), (ii) the Company will hold all of the membership interests in Holdco other than the Retained Interest, (iii) the Limited Liability Company Agreement of Holdco is being amended and restated in a manner consistent with the Joint Plan (as so amended and restated, the "**Holdco LLC Agreement**"), and (iv) the Company is granting the Allen Entities (as defined below) the right and option to exchange all or any portion of the Retained Interest for Class A Common Stock, par value \$.001 per share, of the Company (the "**Class A Stock**") in accordance with the terms hereof.

WHEREAS, the Confirmation Order provides, among other things, that the Company, CII, Mr. Allen, and Holdco enter into this Agreement to provide the Allen Entities the rights provided for herein.

NOW, THEREFORE, in consideration of the respective covenants and agreements of the parties and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereby agree as follows:

AGREEMENT

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"**Allen Entity**" means from time to time any of (1) Mr. Allen, (2) any entity controlled by Mr. Allen, (3) any trust in which Mr. Allen is the grantor, (4) the estate, spouse, immediate family members and heirs of Mr. Allen, and (5) any trust created as a result of the

death of Mr. Allen. For purposes of this definition, "controlled" means the direct or indirect ownership of at least fifty percent (50%) of the voting power and economic interest of such entity.

"Available Exchange Shares" means from time to time the Exchange Shares less any portion thereof previously issued (or deemed issued pursuant to Section 3(c)) to an Exchanging Holder in connection with exercise of a portion of its Exchange Option hereunder, subject to adjustment as provided in Section 5(c).

"Business Day" means any day other than Saturday, Sunday or other day on which commercial banking institutions in New York, New York are required or authorized by law or executive order to remain closed.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Current Market Price" means (x) in the case where the Class A Stock has been publicly traded on an established securities market for a minimum of twenty (20) Trading Days before an Allen Entity gives notice of the exercise of the Exchange Option pursuant to Section 3(a), the volume-weighted average sale price per share of the Class A Stock for the twenty (20) Trading Days immediately preceding such exercise, and (y) in the case where the Class A Stock has not been publicly traded on an established securities market for a minimum of twenty (20) Trading Days before an Allen Entity gives notice of the exercise of the Exchange Option pursuant to Section 3(a), the fair market value, as reasonably determined by a special committee of the board of directors of the Company consisting solely of directors that are not nominated, appointed or elected by any Allen Entity after consultation with an investment banking firm of nationally recognized standing.

"Exchange Expiration Date" means the date that is five (5) years after the date hereof.

"Exchange Option" means the right and option of any Allen Entity to exchange directly or indirectly such Person's Holdco Units for Class A Stock pursuant to Section 2, including through a Taxable Exchange of Units, a Taxable Stock-For-Stock Exchange, a Merger, a C/D Reorganization and/or a B Reorganization (as such terms are defined in Section 2 hereof).

"Exchange Shares" means [\bullet]¹ shares of Class A Stock.

"Exchanging Holder" means any Allen Entity that is a direct or indirect holder of any Holdco Units exercising its Exchange Option with respect to such Holdco Units.

¹ Represents a number of shares equal to 1% of the Company's total outstanding shares after giving effect to the rights offering contemplated by the Joint Plan, but prior to giving effect to the issuance of warrants and equity-based awards provided for by the Joint Plan, and assuming full exchange of Holdco Units hereunder.

"**Governmental Authority**" means any federal, state or local governmental authority, including any court or administrative or regulatory agency.

"**Holdco Units**" means units of membership interests issued by Holdco to its members which entitle such members to the rights set forth in the Holdco LLC Agreement.

"**Legal Requirements**" means applicable common law and any applicable statute, ordinance, code, or other law, rule, regulation, order, technical or other standard, requirement, or procedure enacted, adopted, promulgated, or applied by any Governmental Authority, including the terms of any license or permit and any applicable order, decree, or judgment that may have been handed down, adopted, or imposed by any Governmental Authority, in each case as in effect on the date of this Agreement.

"**Lock-Up Agreement**" means the Lock-Up Agreement, dated as of [•], 2009, by and between Mr. Allen and the Company.

"**Person**" means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, trust, association, organization, or other entity.

"**Securities Act**" means the Securities Act of 1933, or any successor federal statute, and the rules and regulations promulgated thereunder, in each case, as amended from time to time.

"**Trading Day**" means with respect to the Class A Stock, a day on which the Class A Stock is publicly listed or admitted to trading on an established securities market.

2. Exchange Right.

(a) The Company hereby grants to each Allen Entity the right and option, exercisable at any time and from time to time on or before the Exchange Expiration Date, on one or more occasions, at the election of such Allen Entity, to exchange all or any portion of the Holdco Units held by such Allen Entity in a taxable transaction for (i) shares of Class A Stock and (ii) one thousand dollars (\$1,000) in cash (a "**Taxable Exchange of Units**"). In the event any Allen Entity elects to exchange pursuant to this Section 2(a), the number of shares of Class A Stock the Exchanging Holder shall be entitled to receive under Section 2(d) shall be reduced by a number of shares of Class A Stock, rounded to the nearest whole number, that is equal to (x) one thousand dollars (\$1,000) divided by (y) the Current Market Price. Any reduction pursuant to the preceding sentence in the number of shares of Class A Stock the Exchanging Holder shall be entitled to receive pursuant to Section 2(d)(i) shall result in a corresponding reduction in the number of Available Exchange Shares (if any) remaining after the exercise of the Exchange Option pursuant to this Section 2(a).

(b) Subject to Section 2(e), the Company hereby grants to each Allen Entity the right and option, exercisable at any time and from time to time on or before the Exchange Expiration Date, on one or more occasions, at the election of such Allen Entity, to exchange all of the

Holdco Units held by such Allen Entity by permitting the equity holders of such Allen Entity to exchange one hundred percent (100%) of the equity in such Allen Entity in a taxable transaction for (i) shares of Class A Stock and (ii) one thousand dollars (\$1,000) in cash (a "**Taxable Stock-For-Stock Exchange**"). In the event any Allen Entity elects to exchange pursuant to this Section 2(b), the number of shares of Class A Stock the Exchanging Holder shall be entitled to receive under Section 2(d) shall be reduced by a number of shares of Class A Stock, rounded to the nearest whole number, that is equal to (x) one thousand dollars (\$1,000) divided by (y) the Current Market Price. Any reduction pursuant to the preceding sentence in the number of shares of Class A Stock the Exchanging Holder shall be entitled to receive pursuant to Section 2(d)(i) shall result in a corresponding reduction in the number of Available Exchange Shares (if any) remaining after the exercise of the Exchange Option pursuant to this Section 2(b).

(c) Subject to Section 2(e), the Allen Entities shall have the right and option, exercisable at any time and from time to time on or before the Exchange Expiration Date, on one or more occasions, at the election of any Allen Entity, to require the Company to and the Company shall effect any exchange of Holdco Units held by such Allen Entity in a tax-free transaction by (at the election of such Allen Entity):

(i) permitting such Allen Entity to merge with and into the Company (or, at the election of such Allen Entity but subject to Section 3(d), causing such Allen Entity to merge with and into a directly wholly-owned subsidiary of the Company or causing a directly wholly-owned subsidiary of the Company to merge with and into such Allen Entity) in a transaction that qualifies as a reorganization under Section 368(a) of the Code (the "**Merger**");

(ii) permitting such Allen Entity to exchange all of the Holdco Units held by such Allen Entity for shares of Class A Stock in a transaction that qualifies as a reorganization under Section 368(a)(1)(C) or Section 368(a)(1)(D) of the Code (the "**C/D Reorganization**"); or

(iii) permitting the equity holders of the Allen Entity to exchange equity in such Allen Entity constituting "control," as defined in Section 368(c) of the Code, of such Allen Entity solely for shares of Class A Stock in a transaction that qualifies as a reorganization under Section 368(a)(1)(B) of the Code (the "**B Reorganization**").

Each of a Merger, a C/D Reorganization and a B Reorganization is referred to herein as a "**Non-Recognition Transaction**." If an exchange is to be effected through a Merger, the Company shall promptly take all action (and, if applicable, cause its wholly-owned subsidiary to take all action) necessary to effect the Merger, including without limitation, execution of reasonable and customary agreements of merger, the voting of all shares in any subsidiary in favor of the Merger and the filing of a Certificate of Merger with the Secretary of State of the State of Delaware (or other applicable jurisdiction). The shareholders of the Allen Entity that is a party to a Taxable Stock-For-Stock Exchange, Merger or B Reorganization shall be treated for purposes of this Agreement as an Exchanging Holder.

(d) (i) Subject to Sections 2(a), 2(b) and 2(d)(ii), the consideration to be received by an Exchanging Holder in connection with the exercise of its Exchange Option hereunder shall be a number of shares of Class A Stock equal to:

(x) in the case of an exchange of all Holdco Units then held by the Allen Entities, the Available Exchange Shares (which, in the case of a Taxable Stock-For-Stock Exchange, Merger or B Reorganization, shall be allocated among Exchanging Holders (if more than one) in proportion to their respective holdings of the equity securities of the applicable Allen Entity), and

(y) in the case of an exchange of less than all Holdco Units then held by the Allen Entities, a portion of the Available Exchange Shares equal to the product of (a) the Available Exchange Shares multiplied by (b) a fraction, the numerator of which is the number of Holdco Units sought to be exchanged by such Exchanging Holder, and the denominator of which is the total number of Holdco Units then held by all Allen Entities.

(ii) Notwithstanding anything to the contrary in Section 2(d)(i), if (x) the Exchanging Holder and the Company have received distributions from Holdco in respect of Holdco Units pursuant to and in accordance with Section 8 of the Holdco LLC Agreement before the Exchanging Holder exercises its Exchange Option and (y) as of the date an Exchanging Holder delivers its written notice of exercise under Section 3(a) in respect of the exercise of such Exchange Option (the "**Applicable Exercise Date**"), the Company has not paid dividends or made other distributions to holders of Class A Stock attributable to the distributions the Company received from Holdco as described in clause (x) of this Section 2(d)(ii), the number of shares of Class A Stock the Exchanging Holder shall be entitled to receive pursuant to Section 2(d)(i) shall be reduced by a number of shares of Class A Stock, rounded to the nearest whole number, that is equal to (A) the fair market value (if other than cash, as determined in good faith by the board of directors of the Company after consultation with an investment banking firm of nationally recognized standing) of the distribution the Exchanging Holder received as described in clause (x) of this Section 2(d)(ii) divided by (B) the Current Market Price as of the Applicable Exercise Date.

(iii) Any reduction pursuant to Section 2(d)(ii) in the number of shares of Class A Stock the Exchanging Holder shall be entitled to receive pursuant to Section 2(d)(i) shall result in a corresponding reduction in the number of Available Exchange Shares (if any) remaining after the exercise of the applicable Exchange Option.

(e) Notwithstanding anything in this Agreement to the contrary, the exchange rights under Section 2(b) and Section 2(c) shall not be available to any Allen Entity unless and until Allen Entities have utilized 90% of CII's available ordinary suspended losses under Section 1366(d) of the Code against ordinary income. For purposes of this Section 2(e), the amount and character of available suspended losses under Section 1366(d) of the Code shall be measured as of the date any Allen Entity delivers written notice under Section 3(a) to effect the first transaction undertaken under this Agreement pursuant to Section 2(a) and the amount of applicable ordinary income realized shall be measured as of the date the applicable Allen Entity delivers written notice under Section 3(a), in each case determined in good faith by such Allen

Entity in its sole discretion, taking into account any facts and/or circumstances such as Allen Entity may deem appropriate, including, without limitation, any transactions, income or income allocations to such Allen Entity with respect to Holdco or any direct or indirect subsidiary of Holdco (the Company, Holdco and such direct or indirect subsidiaries of Holdco, "Charter") or investment in Charter equities or debt securities in the applicable taxable year. In no event shall the Allen Entities in the aggregate be permitted to effect more than two exchanges pursuant to Section 2(b) and Section 2(c), taken together, in any six-month period. This Section 2(e) shall not apply to any transaction in which the Allen Entities are required to exchange pursuant to Section 5(g) hereof.

3. Consummation of Exchange.

(a) An Exchanging Holder shall exercise its Exchange Option by delivering written notice of exercise to the Company, specifying the portion of such holder's Holdco Units, directly or indirectly, to be exchanged, whether such transaction is effected as a Taxable Exchange of Units, a Taxable Stock-For-Stock Exchange or a Non-Recognition Transaction and, with respect to a Non-Recognition Transaction, the nature of the Non-Recognition Transaction.

(b) Upon its receipt of notice pursuant to Section 3(a) or, in the case of a Merger, upon filing of the Certificate of Merger with the Secretary of State of the State of Delaware (or other applicable jurisdiction), and without any further action on the part of any party hereto, the Company shall be deemed to have acquired the Holdco Units and/or common stock of the applicable Allen Entity being exchanged pursuant to Section 2(a), 2(b) or 2(c), as applicable, and the Exchanging Holder shall be deemed to have acquired the shares of Class A Stock specified in Section 2(d).

(c) An Exchanging Holder may, but shall not be required to, surrender the certificate(s), if any, evidencing the Holdco Units and/or common stock of the applicable Allen Entity being exchanged pursuant to Section 2(a), 2(b) or 2(c), as applicable, to the Company for cancellation, and such Exchanging Holder shall be entitled to receive certificate(s) representing the corresponding number of Exchange Shares. Until so surrendered or presented for cancellation, such certificate(s), if any, held by the Exchanging Holders shall be deemed and treated for all corporate purposes to represent the applicable number of shares of Class A Stock specified in Section 2(d).

(d) To the extent not inconsistent with tax-free treatment, a Merger or C/D Reorganization shall be effected by causing the Holdco Units to be acquired from the applicable Allen Entity by a direct and wholly-owned subsidiary of the Company.

4. Representations by the Allen Entities. Each Exchanging Holder exercising its Exchange Option hereunder represents and warrants to the Company, as of the date of delivery of the notice provided in Section 3(a) and, in the case of a Merger, as of the date of filing of the Certificate of Merger with the Secretary of State of the State of Delaware (or other applicable jurisdiction), as follows:

(a) The Holdco Units subject to such Exchange Option and, in the case of a Taxable Stock-For-Stock Exchange, Merger or B Reorganization, the common stock of the applicable Allen Entity are owned, both of record and beneficially, by such Exchanging Holder or Allen Entity, as applicable, free and clear of all liens, encumbrances or adverse interests of any kind or nature whatsoever (including any restriction on the right to vote, sell, or otherwise dispose of the Holdco Units, and in the case of a Taxable Stock-For-Stock Exchange, Merger or B Reorganization, the common stock of such applicable Allen Entity), other than those arising under applicable law and those arising under the organizational documents of Holdco or the Company, and, upon the transfer of such Holdco Units pursuant to this Agreement (or, in the case of a Taxable Stock-For-Stock Exchange, Merger or B Reorganization, the common stock of such applicable Allen Entity), the Company will receive good title to the Holdco Units, or, in the case of a Taxable Stock-For-Stock Exchange, Merger or B Reorganization, the common stock of such applicable Allen Entity, free and clear of all liens, encumbrances, and adverse interests created by the Exchanging Holder, other than those arising under applicable law or those arising under the organizational documents of Holdco or the Company.

(b) Such Exchanging Holder is acquiring such shares of Class A Stock with the intent of holding such shares for investment for its own account and without the intent or a view to participating directly or indirectly in, or for resale in connection with, any distribution of such shares within the meaning of the Securities Act of any applicable state securities laws.

(c) Such Exchanging Holder acknowledges and agrees that shares of Class A Stock are being issued to it in reliance on the exemption from registration contained in Section 4(2) of the Securities Act and exemptions contained in applicable state securities laws, and that such shares cannot be sold or transferred except in a transaction that is exempt under the Securities Act and those state acts or pursuant to an effective registration statement under those acts or in a transaction that is otherwise in compliance with the Securities Act and those state acts.

(d) Such Exchanging Holder is an "accredited investor" within the meaning assigned to such term under Regulation D promulgated pursuant to the Securities Act.

(e) In the case of a Taxable Stock-For-Stock Exchange, Merger or B Reorganization only, (i) the applicable Allen Entity does not own any material assets other than the Holdco Units, common stock of the Company, goodwill and deferred tax assets, and (ii) any material liabilities of such applicable Allen Entity required by United States generally accepted accounting principles in effect from time to time to be reflected on a consolidated balance sheet of such Allen Entity as of the date of delivery of notice under Section 3(a) (other than deferred taxes) have been defeased or the satisfaction of such liabilities has been adequately provided for by another Allen Entity.

5. Other Covenants.

(a) Closing of the Books. For any taxable year in which the Exchange Option is exercised or the Allen Entities are required to effect an exchange pursuant to Section 5(g) hereof, the Company agrees to utilize, and to cause Holdco to utilize, at any Allen Entity's election, a "closing of the books" or "pro rata" method with respect to Holdco's income allocations, and to

the extent applicable in connection with a Taxable Stock-For-Stock Exchange, Merger or B Reorganization, income allocations for the applicable Allen Entity, in each case, for the taxable year in which any exchange occurs under this Agreement. Notwithstanding the foregoing, all allocations of cancellation of indebtedness income related to confirmation of the Joint Plan shall be made utilizing the closing of the books method.

(b) Reporting. The Company agrees to report, and to cause Holdco and, to the extent applicable in connection with a Taxable Stock-For-Stock Exchange, Merger or B Reorganization, the applicable Allen Entity to report, any transaction hereunder for tax purposes consistent with the manner the transaction is effected as specified in the notice delivered pursuant to Section 3(a), except to the extent prohibited by any applicable law. In addition, the Company and the applicable Allen Entities agree to report any transaction hereunder pursuant to Section 5(g) for tax purposes in a manner consistent with the type of transaction such Allen Entities have elected (or deemed elected) pursuant to Section 5(g), except to the extent prohibited by any applicable law.

(c) Adjustment of Available Exchange Shares.

(i) The number of Available Exchange Shares shall be adjusted proportionately in connection with any subdivision (by any stock split, stock dividend, reclassification, recapitalization or otherwise) or combination (by reverse stock split, reclassification, recapitalization or otherwise) of the outstanding shares of Class A Stock.

(ii) In the event any transaction or event (including, but not limited to, any merger, consolidation, sale of assets, tender or exchange offer, reclassification, compulsory share exchange or liquidation) occurs in which the shares of Class A Stock are converted into or exchanged for stock, other securities, cash and/or assets (each, a "**Fundamental Change**"), subject to Section 5(g), an Exchanging Holder shall be entitled to receive upon any subsequent exercise of its Exchange Option the kind and amount of stock, other securities, cash and/or assets that such Exchanging Holder would have received if such exercise had occurred immediately prior to such Fundamental Change.

(iii) If the Company distributes to holders of its Class A Stock any assets (including but not limited to cash), securities, any rights or warrants to purchase securities (including but not limited to Class A Stock) or any other property in respect of Class A Stock (other than (x) as described in clauses (i) and (ii) of this Section 5(c) and (y) from distributions received from Holdco that were distributed to each member of Holdco (including the applicable Allen Entities) pursuant to and in accordance with Section 8 of the Holdco LLC Agreement) (any such non-excluded event being referred to herein as an "**Extraordinary Distribution**"), then the number of Available Exchange Shares shall be increased, effective immediately after the earlier of the record date and the distribution date of such Extraordinary Distribution, by an amount (rounded to the nearest whole number) equal to the product of (x) the number of Available Exchange Shares immediately prior to such record date or distribution date, as applicable, multiplied by (y) the quotient obtained by dividing (A) the aggregate fair market value (if other than cash, as determined in good faith by the board of directors of the Company

after consultation with an investment banking firm of nationally recognized standing) of the assets, securities, rights, warrants, and/or other property distributed in such Extraordinary Distribution in respect of each share of Class A Stock by (B) the Current Market Price as of such record date or distribution date, as applicable.

If at any time an adjustment is required by this Section 5(c), such adjustment will be applicable immediately after the record date, the distribution or the effective date of the event causing such adjustment, whichever occurs first, to allow the exchange of the aggregate amount of Class A Stock and/or, as applicable, the aggregate kind and amount of other stock or securities, cash and/or assets to which the Allen Entities shall be entitled.

(d) Reservation of Shares. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Class A Stock, solely for purpose of issuance upon exercise of the Exchange Option, a number of shares of Class A Stock equal to the Available Exchange Shares.

(e) Prior Notice by the Company. The Company will deliver written notice to each party hereto (other than Holdco) at least thirty days prior to:

(i) the fixing of the record date to determine the holders of shares of common stock of the Company entitled to receive any dividend or other distribution or any right, including the right to acquire any additional shares of stock of any class;

(ii) the fixing of the record date to determine the holders of shares of common stock of the Company entitled to participate in or, if no such record date is fixed, the consummation date of, any capital reorganization or any reclassification of or change in the outstanding capital stock of the Company, or any consolidation or merger, sale, transfer, or disposition of substantially all of the Company's assets as an entirety, or the liquidation, dissolution, or winding up of the Company, or any other transaction or event that would cause an adjustment of the number of Exchange Shares pursuant to Section 5(c) hereof; or

(iii) the consummation of any disposition by the Company of all or substantially all its Holdco Units.

Any notice by the Company pursuant to this Section 5(e) shall specify the applicable record date or consummation date, as applicable, and set forth the general nature of the action to be taken.

(f) Assumption of Company Obligations by Successor. Subject to Section 5(g), the Company will not consolidate with any Person, merge into any Person, or otherwise sell, convey, transfer, or otherwise dispose of all or substantially all of its capital stock (in one transaction or a series of related transactions) to any Person, or liquidate or dissolve unless the Person that consolidates or merges with the Company or acquires all or substantially all of its capital stock (or, in the case of a triangular merger or consolidation or other transaction in which a direct or indirect parent of such consolidating Person has a publicly traded class of equity securities, such direct or indirect parent) expressly assumes, by an agreement executed and delivered to the Allen

Entities parties hereto, in form reasonably satisfactory to such Allen Entities, all of the obligations of the Company under this Agreement.

(g) Required Exchange.

(i) If, at any time after the later of (x) 120 (one-hundred and twenty) days after the Effective Date and (y) January 1, [2010]², the Company solicits or receives a bona fide proposal from any Person (a “**Company Sale Proposal**”) in connection with a transaction that would result in a Change of Control (as defined in the Lock-Up Agreement), and such Company Sale Proposal is approved by a majority of the members of the board of directors of the Company not affiliated with the Person(s) making such Company Sale Proposal (any such transaction, a “**Company Sale Transaction**”), then the Company may elect to require the applicable Allen Entities to effect an exchange in the form elected by the Allen Entities as determined below by delivering a written notice (a “**Required Exchange Notice**”) of such Company Sale Transaction to Mr. Allen and each Allen Entity that is a record holder of Holdco Units within ten (10) days following board approval of such Company Sale Proposal specifying (A) the material terms of the Company Sale Proposal, (B) the identity of the Person(s) involved in the Company Sale Proposal, (C) the anticipated closing date thereof, and (D) if the Company determines, in its reasonable discretion, that a Non-Recognition Transaction in connection with the Company Sale Transaction would not be available, the reasons for such unavailability, in which case the Allen Entities shall be limited to electing to exchange pursuant to this Section 5(g) using a Taxable Exchange of Units or a Taxable Stock-for-Stock Exchange. Within ten (10) Business Days of receipt of the Required Exchange Notice, the applicable Allen Entities shall deliver a written notice to the Company specifying the type of exchange to be effected in the transaction pursuant to this Section 5(g), and, if the applicable Allen Entities specify a Non-Recognition Transaction, if available, the nature thereof. If the applicable Allen Entities fail to specify the type of transaction within the required time period, the applicable Allen Entities shall be deemed to have elected a Taxable Stock-for-Stock Exchange. For the avoidance of doubt, the Allen Entities shall be permitted to specify the type of election pursuant to the immediately preceding sentence without regard to Section 2(e) hereof.

(ii) If the Company delivers a Required Exchange Notice and does not rescind such notice pursuant to clause (iii) of this Section 5(g), the exchange elected (or deemed elected) by the applicable Allen Entities pursuant to Section 5(g)(i) shall be deemed to occur, and the applicable Allen Entities shall be deemed to hold the number of shares of Class A Stock determined under Section 2(d), automatically and without any further action on the part of any party hereto, in each case effective immediately prior to consummation of the Company Sale Transaction, and the applicable Allen Entities shall be entitled to receive in the Company Sale Transaction the same kind and amount of consideration per share, and on the same terms and conditions, as the other holders of Class A Stock or Holdco Units, as applicable. If the exchange elected (or deemed elected) by the applicable Allen Entity pursuant to Section 5(g)(i) is deemed to occur pursuant to this Section 5(g)(ii), then the Company shall deliver prompt written notice

² Shall be the calendar year beginning after the Effective Date.

of the occurrence of such exchange to the applicable Allen Entity as soon as reasonably practicable after such exchange.

(iii) Any such Company Sale Proposal, and the terms of any Company Sale Transaction, may be amended or modified from time to time, and any such Required Exchange Notice may be rescinded, by the Company; provided that the Company shall give prompt written notice of any such amendment, modification or rescission to each of the parties required to receive the Required Exchange Notice under clause (i) of this Section 5(g) specifying in reasonable detail the terms of any amendment or modification, as applicable.

6. Representations of the Company. The Company represents and warrants to each party hereto (other than Holdco) as follows:

(a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of Delaware. The Company has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by the Company hereunder and thereunder. The Company is duly qualified to transact business in each jurisdiction in which the nature of its business makes such qualification necessary, except where the failure to be so qualified would not impair or hinder the ability of the Company to perform its obligations under this Agreement.

(b) The execution, delivery, and performance of this Agreement by the Company have been duly authorized by all necessary actions on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable against it in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

(c) The execution and delivery by the Company of this Agreement and the documents contemplated hereby and the performance by the Company of its obligations under this Agreement and the documents contemplated hereby, including its issuance of shares of common stock of the Company (with or without the giving of notice, the lapse of time, or both): (A) do not require the consent of any third party (including any Governmental Authority); (B) will not conflict with any provision of the Company's Amended and Restated Certificate of Incorporation, the Company's Amended and Restated Bylaws, or any other organizational documents of the Company; (C) will not violate, result in a breach of, or contravene any Legal Requirement applicable to the Company; and (D) will not violate, conflict with, result in a material breach of any terms of, constitute grounds for termination of, constitute a default under, or result in the acceleration of any performance required by the terms of, any mortgage, indenture, lease, contract, agreement, or similar instrument to which the Company is a party or by which the Company or its properties may be bound legally.

(d) The shares of Class A Stock to be issued under this Agreement, when issued, sold, and delivered in accordance with the terms of this Agreement, will be duly and validly

issued, fully paid, and nonassessable and will be free of restrictions on transfer other than restrictions on transfer under applicable state and federal securities laws.

7. Miscellaneous.

(a) Complete Agreement; Modifications. This Agreement (together with the Holdco LLC Agreement, the Joint Plan and all related documents, instruments and agreements expressly contemplated by the Joint Plan) constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all other agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by each of the parties hereto.

(b) Additional Documents. Each party hereto agrees to execute any and all further documents and writings and to perform such other actions which may be or become necessary or expedient to effectuate and carry out this Agreement, including any Non-Recognition Transaction.

(c) Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered in person or transmitted by facsimile, addressed as follows (or at such other address as either party shall have designated by notice as herein provided to the other party):

If to Mr. Allen, CII or any other Allen Entity:

Vulcan Inc.
505 Fifth Avenue South, Suite 900
Seattle, Washington 98104
Attention: William L. McGrath
Fax: (206) 342-2347

with a copy to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
300 S. Grand Avenue, Suite 3400
Los Angeles, California 90071
Attention: Nicholas P. Saggese
Fax: (213) 687-5600

If to the Company:

Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Attention: General Counsel
Fax: (314) 965-8793

with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
153 East 53rd Street
New York, New York 10022
Attention: Richard M. Cieri and Paul M. Basta
Fax: (212) 446-4900

Any such notice or other communication shall be deemed to have been given and received on the day on which it is delivered or faxed (or, if such day is not a Business Day or if the notice or other communication is not telecopied during business hours, at the place of receipt, on the next following Business Day); provided, however, that any such notice or other communication shall be deemed to have been given and received on the day on which it is sent if delivery thereof is refused or if delivery thereof in the manner described above is not possible because of the intended recipient's failure to advise the sending party of a change in the intended recipient's address or facsimile number.

(d) No Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any Person that is not a party to this Agreement, other than Mr. Allen, CII and any other Allen Entity.

(e) Waivers Strictly Construed. With regard to any power, remedy or right provided herein or otherwise available to any party hereunder (a) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party; and (b) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay, or omission in exercise or other indulgence.

(f) Severability. The validity, legality, or enforceability of the remainder of this Agreement shall not be affected even if one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect.

(g) Successors and Assigns. Except as provided herein to the contrary, this Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors (including any successor by merger, consolidation, or otherwise to all or substantially all of a party's business or assets) and permitted assigns.

(h) Assignments. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. Notwithstanding the foregoing, Mr. Allen and/or CII or any other Allen Entity may, without the consent of the Company or Holdco, assign its rights and obligations hereunder to any other Allen Entity that holds, directly or indirectly, Holdco Units from time to time as permitted by the Holdco LLC Agreement; provided, that as a condition to such assignment, the assignee executes an acknowledgment in which such assignee agrees to be bound by the terms and conditions of this Agreement as if an original party hereto (including obligations with respect to the delivery of representations and warranties required by this Agreement to be delivered with any notice delivered pursuant to Section 3(a)).

(i) Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard to any choice of law provisions of that state or the laws of any other jurisdiction.

(j) Headings. The Section headings in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or interpret the scope of this Agreement or of any particular Section.

(k) Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(l) Costs. All filing fees, transfer taxes, sales taxes, document stamps or other similar charges levied by any Governmental Authority in connection with the exchange of the Holdco Units for shares of Class A Stock pursuant to this Agreement shall be paid by the Company. Except as otherwise provided in this Agreement, each party will bear its own costs in connection with the performance of its obligations under this Agreement.

(m) Default. In the event of any legal action between the parties arising out of or in relation to this Agreement, the prevailing party in such legal action shall be entitled to recover, in addition to any other legal remedies, all of its costs and expenses, including reasonable attorney's fees, from the non-prevailing party, regardless of whether such legal action is prosecuted to completion.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first written above.

CHARTER COMMUNICATIONS, INC.

By: _____
Name:
Title:

CHARTER INVESTMENT, INC.

By: _____
Name:
Title:

**CHARTER COMMUNICATIONS
HOLDING COMPANY, LLC**

By: _____
Name:
Title:

PAUL G. ALLEN

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CHARTER COMMUNICATIONS HOLDING COMPANY, LLC
(a Delaware Limited Liability Company)

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (as amended from time to time, this “**Agreement**”) is entered into as of [•], 2009 among Charter Communications, Inc., a Delaware corporation (“**CCI**”), Charter Investment, Inc, a Delaware corporation (“**CII**”), and Charter Communications Holding Company, LLC, a Delaware limited liability company (the “**Company**”).

WITNESSETH:

WHEREAS, a Certificate of Formation (as amended from time to time, the “**Certificate**”) of the Company was filed in the office of the Secretary of State of the State of Delaware on May 25, 1999. The Company was formed and has heretofore been operated pursuant to the Limited Liability Company Agreement, entered into and made effective as of May 25, 1999 by CII, as amended and restated numerous times, most recently by that certain Amended and Restated Limited Liability Company Agreement, dated as of January 1, 2001, among CII, Vulcan Cable III Inc., CCI and certain other investors (the “**Existing LLC Agreement**”).

WHEREAS, on [•], 2009, CCI, CII and certain direct and indirect subsidiaries of CCI, including the Company (collectively, the “**Debtors**”), filed petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

WHEREAS, the Debtors filed a joint plan of reorganization (the “**Joint Plan**”) which, pursuant to the Bankruptcy Code, was confirmed by an order, entered [•], 2009 (the “**Confirmation Order**”), of the Bankruptcy Court.

WHEREAS, pursuant to the Joint Plan, among other things, and on the effective date thereof (the “**Effective Date**”) (i) all of CII’s existing membership interests in the Company are being cancelled, other than a 1% interest to be retained by CII (the “**Retained Interest**”), (ii) CCI will hold all of the membership interests in the Company other than the Retained Interest, (iii) the parties are confirming CCI as manager of the Company, and (iv) CCI, CII and Paul G. Allen (“**Mr. Allen**”) are entering into an agreement (the “**New Exchange Agreement**”), pursuant to which,

among other things, CII and Mr. Allen shall have the right, exercisable at their election at any time and from time to time, to exchange, directly or indirectly, all or any portion of the Retained Interest for common stock of CCI in accordance with the New Exchange Agreement.

WHEREAS, the Confirmation Order provides, among other things, for the amendment and restatement of the Existing LLC Agreement on the terms set forth herein, and the parties desire to amend and restate the Existing LLC Agreement on such terms.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend and restate the Existing LLC Agreement as follows:

SECTION 1. *General.*

(a) *Formation.* Effective as of the date and time of filing of the Certificate in the office of the Secretary of State of the State of Delaware, the Company was formed as a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, *et. seq.*, as amended from time to time (the “**Act**”). Except as expressly provided herein, the rights and obligations of the Members (as defined in Section 1(h)) in connection with the regulation and management of the Company shall be governed by the Act.

(b) *Name.* The name of the Company shall be “Charter Communications Holding Company, LLC.” The business of the Company shall be conducted under such name or any other name or names that the Manager (as defined in Section 4(a)(i) hereof) shall determine from time to time.

(c) *Registered Agent.* The address of the registered office of the Company in the State of Delaware shall be c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name and address of the registered agent for service of process on the Company in the State of Delaware shall be Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The registered office or registered agent of the Company may be changed from time to time by the Manager.

(d) *Principal Office.* The principal place of business of the Company shall be at 12405 Powerscourt Drive, St. Louis, MO 63131. At any time, the Manager may change the location of the Company’s principal place of business.

(e) *Term.* The term of the Company commenced on the date of the filing of the Certificate of Formation in the office of the Secretary of State of the State of Delaware, and the

Company will have perpetual existence until dissolved and its affairs wound up in accordance with the provisions of this Agreement.

(f) *(Intentionally Omitted).*

(g) *Qualification; Registration.* The Manager shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business and in which such qualification, formation or registration is required or desirable. The Manager, as an authorized person within the meaning of the Act, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

(h) *Voting.* Each member of the Company (if there is only one member of the Company, the “**Member**”; or if there are more than one, the “**Members**”) shall have one vote (a “**Vote**”) as to any matter under the Act or this Agreement that requires the vote, approval or consent of the Members for each one percentage point of Percentage Interest (as defined in Section 7) held by such Member (totaling 100 Votes for all Members) (any fraction of such a percentage point shall be entitled to an equivalent fraction of a Vote). Any vote, approval or consent as to any matter under the Act or this Agreement by a Member may be evidenced by such Member’s execution of any document or agreement (including this Agreement or an amendment hereto) which would otherwise require as a precondition to its effectiveness such vote, approval or consent of the Members.

SECTION 2. *Purposes.* The Company was formed for the object and purpose of, and the nature of the business to be conducted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

SECTION 3. *Powers.* The Company shall have all powers necessary, appropriate or incidental to the accomplishment of its purposes and all other powers conferred upon a limited liability company pursuant to the Act.

SECTION 4. *Management.*

(a) *Management by Manager.*

i) The Members hereby confirm CCI, or its successor-in-interest that acquires directly or indirectly substantially all of the assets or business of CCI, as the Company’s manager (the “**Manager**”). CCI shall be the Manager until a simple majority of the Votes elects otherwise or until its earlier resignation. No other person may be elected as Manager without the approval of

a simple majority of the Votes (for purposes of this Agreement, to the extent the context requires, the term “person” refers to both individuals and entities). Except as otherwise required by applicable law and as provided below with respect to the Board (if applicable) and except for such matters which require the approval of the Members under this Agreement or applicable law, the powers of the Company shall at all times be exercised by or under the authority of, and the business, property and affairs of the Company shall be managed by, or under the direction of, the Manager. The Manager is a “manager” of the Company within the meaning of the Act. Any person appointed as Manager shall accept its appointment by execution of a consent to this Agreement.

ii) The Manager shall be authorized to elect, remove or replace directors and officers of the Company, who shall have such authority with respect to the management of the business and affairs of the Company as set forth herein or as otherwise specified by the Manager in the resolution or resolutions pursuant to which such directors or officers were elected.

iii) Except as otherwise required by this Agreement or applicable law, the Manager shall be authorized to execute or endorse any check, draft, evidence of indebtedness, instrument, obligation, note, mortgage, contract, agreement, certificate or other document on behalf of the Company without the consent of any Member or other person.

iv) No annual or regular meetings of the Manager or the Members are required. The Manager and Members may, by written consent, take any action which it or they are otherwise required or permitted to take at a meeting.

v) The Manager’s duty of care in the discharge of its duties to the Company and the Members is limited to discharging its duties in good faith, with the care a director of a Delaware corporation would exercise under similar circumstances, in the manner it reasonably believes to be in the best interests of the Company and its Members.

vi) Except as required by the Act, no Manager shall be liable for the debts, liabilities and obligations of the Company, including without limitation any debts, liabilities and obligations under a judgment, decree or order of a court, solely by reason of being a manager of the Company.

(b) *Consent Required.*

i) The affirmative vote, approval, consent or ratification of the Manager shall be required to:

(1) alter the primary purposes of the Company as set forth in Section 2;

(2) issue membership interests in the Company to any Person and admit such Person as a member;

(3) do any act in contravention of this Agreement or any resolution of the members, or cause the Company to engage in any business not authorized by the Certificate or the terms of this Agreement or that which would make it impossible to carry on the usual course of business of the Company;

(4) enter into or amend any agreement which provides for the management of the business or affairs of the Company by a person other than the Manager;

(5) change or reorganize the Company into any other legal form;

(6) amend this Agreement;

(7) approve a merger or consolidation with another person;

(8) sell all or substantially all of the assets of the Company;

(9) change the status of the Company from one in which management is vested in the Manager to one in which management is vested in the members or in any other manager, other than as may be delegated to the Board and the officers hereunder;

(10) possess any Company property or assign the rights of the Company in specific Company property for other than a Company purpose;

(11) operate the Company in such a manner that the Company becomes an "investment company" for purposes of the Investment Company Act of 1940;

(12) except as otherwise provided or contemplated herein, enter into any agreement to acquire property or services from any person who is a director or officer of the Company;

(13) settle any litigation or arbitration with any third party, any Member, or any affiliate of any Member, except for any litigation or arbitration brought or defended in the ordinary course of business where the present value of the total settlement amount or damages will not exceed Fifty Million Dollars (\$50,000,000);

(14) subject to the additional restrictions set forth in Section 4(b)(ii)(6) and Section 13, materially change any of the tax reporting positions or elections of the Company;

(15) make or commit to any expenditures which, individually or in the aggregate, exceed or are reasonably expected to exceed the Company's total budget (as approved by the Manager) by the greater of 5% of such budget or Five Million Dollars (\$5,000,000); or

(16) make or incur any secured or unsecured indebtedness which, individually or in the aggregate, exceeds Fifty Million Dollars (\$50,000,000), provided that this restriction shall not apply to (i) any refinancing of or amendment to existing indebtedness which does not increase total borrowing, (ii) any indebtedness to (or guarantee of indebtedness of) any company controlled by or under common control with the Company ("**Intercompany Indebtedness**"), (iii) the pledge of any assets to support any otherwise permissible indebtedness of the Company or any Intercompany Indebtedness or (iv) indebtedness necessary to finance a transaction or purchase approved by the Manager.

ii) In addition to the foregoing, at any time prior to January 1, [2010]¹, one hundred percent (100%) of the Votes shall be required to:

(1) issue limited liability company interests in the Company to any person or enter into any agreement, understanding or arrangement to do so;

(2) change or reorganize the Company into any other legal form;

(3) approve a merger or consolidation of the Company with another person or enter into any agreement, understanding or arrangement to do so;

(4) sell all or substantially all of the assets of the Company and its subsidiaries, taken as a whole or enter into any agreement, understanding or arrangement to do so;

(5) voluntarily dissolve the Company;

(6) amend Exhibit C hereto, change the classification of the Company to other than a partnership or an entity disregarded from its owner for federal, state and local tax purposes, or materially change any of the tax reporting positions or elections of the Company; or

¹ Shall be the calendar year immediately following the calendar year that includes the Effective Date.

(7) engage in any other transaction reasonably expected to result in income or gain being allocated to CII for United States federal income tax purposes that is outside the ordinary course of business with respect to the operation of the Company and its direct and indirect subsidiaries or enter into any agreement, understanding or arrangement to do any of the foregoing.

iii) Each of the events described in the foregoing clauses (1) through (7) of Section 4(b)(ii) are referred to herein as a “**Gain Recognition Event.**” From and after January 1, [2010]², for so long as CII or another Allen Entity is a Member, if the Manager determines in good faith that a Gain Recognition Event is reasonably likely to occur, the Manager shall provide prompt written notice to CII of the nature and terms of such Gain Recognition Event and the anticipated timing thereof.

(c) *Board of Directors; Meetings.*

i) *Board of Directors.* Notwithstanding Section 4(a), the Manager may delegate its powers to manage the business of the Company to a Board of Directors (the “**Board**”), which, subject to the resolutions adopted by the Manager from time to time, shall have the authority to exercise all such powers of the Company and do all such lawful acts and things as may be done by the Manager and as are not by statute or by this Agreement required to be exercised or done only by the Manager. Except for the rights and duties that are assigned to officers of the Company, the rights and duties of the directors may not be assigned or delegated to any person. The number of directors shall be determined by the Manager and may be changed from time to time by the Manager. Each director shall be appointed by the Manager and shall serve in such capacity until the earlier of his or her resignation or removal (with or without cause) or replacement by the Manager. At the date hereof, there are no directors of the Company.

ii) *Regular Meetings.* Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board, but not less often than annually.

iii) *Special Meetings.* Special meetings of the Board may be called by the President or any director on twenty-four (24) hours’ notice to each director; special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of Members holding a simple majority of the Votes. Notice of a special meeting may be given by facsimile. Attendance in person of a director at a meeting shall constitute a waiver of notice of that meeting, except when the director objects, at the beginning of the meeting, to the transaction of any business because the meeting is not duly called or convened.

² Shall be the calendar year immediately following the calendar year that includes the Effective Date.

iv) *Telephonic Meetings.* Directors may participate in any regular or special meeting of the Board, by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 4(d)(iv) will constitute presence in person at such meeting.

v) *Quorum.* At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, the Certificate or this Agreement. If a quorum is not present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time until a quorum shall be present. Notice of such adjournment shall be given to any director not present at such meeting.

vi) *Action Without Meeting.* Unless otherwise restricted by the Certificate or this Agreement, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all directors consent thereto in writing and such written consent is filed with the minutes of proceedings of the Board.

vii) *Actions of Manager Controls.* No action, authorization or approval of the Board shall be required, necessary or advisable for the taking of any action by the Company that has been approved by the Manager. In the event that any action of the Manager conflicts with any action of the Board or any other person or entity, the action of the Manager shall control.

(d) *Director's Duty of Care.* Each director's duty of care in the discharge of his or her duties to the Company and the Members is limited to discharging his duties in good faith, with the care a director of a Delaware corporation would exercise under similar circumstances, in the manner he or she reasonably believes to be in the best interests of the Company and its Members.

SECTION 5. *Officers.*

(a) *Officers.* The Company shall have such officers as may be necessary or desirable for the business of the Company. The officers may include a Chairman of the Board, a President, a Treasurer and a Secretary, and such other additional officers, including one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Manager, the Board, the Chairman of the Board, or the President may from time to time elect. Any two or more offices may be held by the same individual. At the date hereof, the officers of the Company are set forth on Exhibit A hereto.

(b) *Election and Term.* The President, Treasurer and Secretary shall, and the Chairman of the Board may, be appointed by and shall hold office at the pleasure of the Manager or the Board. The Manager, the Board, or the President may each appoint such other officers and agents as such

person shall deem desirable, who shall hold office at the pleasure of the Manager, the Board, or the President, and who shall have such authority and shall perform such duties as from time to time shall, subject to the provisions of Section 5(d) hereof, be prescribed by the Manager, the Board, or the President.

(c) *Removal.* Any officer may be removed by the action of the Manager or the action of at least a majority of the directors then in office, with or without cause, for any reason or for no reason. Any officer other than the Chairman of the Board, the President, the Treasurer or the Secretary may also be removed by the Chairman of the Board or the President, with or without cause, for any reason or for no reason.

(d) *Duties and Authority of Officers.*

i) *President.* The President shall be the chief executive officer and (if no other person has been appointed as such) the chief operating officer of the Company; shall (unless the Chairman of the Board elects otherwise) preside at all meetings of the Members and Board; shall have general supervision and active management of the business and finances of the Company; and shall see that all orders and resolutions of the Board or the Manager are carried into effect; subject, however, to the right of the directors to delegate any specific powers to any other officer or officers. In the absence of direction by the Manager, Board, or the Chairman of the Board to the contrary, the President shall have the power to vote all securities held by the Company and to issue proxies therefor. In the absence or disability of the President, the Chairman of the Board (if any) or, if there is no Chairman of the Board, the most senior available officer appointed by the Manager or the Board shall perform the duties and exercise the powers of the President with the same force and effect as if performed by the President, and shall be subject to all restrictions imposed upon him.

ii) *Vice President.* Each Vice President, if any, shall perform such duties as shall be assigned to such person and shall exercise such powers as may be granted to such person by the Manager, the Board or by the President of the Company. In the absence of direction by the Manager, the Board or the President to the contrary, any Vice President shall have the power to vote all securities held by the Company and to issue proxies therefor.

iii) *Secretary.* The Secretary shall give, or cause to be given, a notice as required of all meetings of the Members and of the Board. The Secretary shall keep or cause to be kept, at the principal executive office of the Company or such other place as the Board may direct, a book of minutes of all meetings and actions of directors and Members. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at Board meetings, the number of Votes present or represented at Members' meetings, and the proceedings thereof. The Secretary shall perform such other duties as may be prescribed from time to time by the Manager or the Board and may be assisted in his or her duties by any Assistant Secretary who shall have the same powers of the Secretary in absence of the Secretary.

iv) *Treasurer.* The Treasurer shall have custody of the Company funds and securities and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books of the Company to be maintained for such purpose; shall deposit all moneys and other valuable effects of the Company in the name and to the credit of the Company in depositories designated by the Manager or the Board; and shall disburse the funds of the Company as may be ordered by the Manager or the Board.

v) *Chairman of the Board.* The Chairman of the Board, if any, shall perform such duties as shall be assigned, and shall exercise such powers as may be granted to him or her by the Manager or the Board.

vi) *Authority of Officers.* The officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Manager or the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and the actions of the officers taken in accordance with such powers shall bind the Company.

SECTION 6. *Members.*

(a) *Members.* The Members of the Company shall be set forth on Exhibit B hereto as amended from time to time. At the date hereof, CCI and CII are the only Members. Neither CCI nor CII are required to make any capital contribution to the Company; however, CCI may make capital contributions to the Company at any time in its sole discretion (for which its capital account balance shall be appropriately increased). Each Member shall have a capital account in the Company, the balance of which, at the date hereof, is reflected on Exhibit B hereto, which capital account balance shall be adjusted from time to time in accordance with the provisions set forth on Exhibit C hereto. The provisions of this Agreement, including this Section 6, are intended to benefit the Members and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company. Notwithstanding anything to the contrary in this Agreement, neither CCI nor CII shall have any duty or obligation to any creditor of the Company to make any contribution to the Company.

(b) *Admission of Members.* Other persons may be admitted as Members from time to time pursuant to the provisions of this Agreement, including Section 4(b). In such event, this Agreement may be amended as appropriate in accordance with the provisions of Section 15(b) to establish the rights and responsibilities of the Members and to govern their relationships.

(c) *Limited Liability.* Except as required by the Act, no Member shall be liable for the debts, liabilities and obligations of the Company, including without limitation any debts, liabilities and obligations of the Company under a judgment, decree or order of a court, solely by reason of being a member of the Company.

(d) *Competing Activities.* Notwithstanding any duty otherwise existing at law or in equity, (i) neither a Member nor a Manager of the Company, or any of their respective affiliates, partners, members, shareholders, directors, managers, officers or employees, shall be expressly or impliedly restricted or prohibited solely by virtue of this Agreement or the relationships created hereby from engaging in other activities or business ventures of any kind or character whatsoever and (ii) except as otherwise agreed in writing or by written Company policy, each Member and Manager of the Company, and their respective affiliates, partners, members, shareholders, directors, managers, officers and employees, shall have the right to conduct, or to possess a direct or indirect ownership interest in, activities and business ventures of every type and description, including activities and business ventures in direct competition with the Company.

(e) *Bankruptcy.* Notwithstanding any other provision of this Agreement, the bankruptcy (as defined in the Act) of a Member shall not cause the Member to cease to be a member of the Company and, upon the occurrence of such an event, the Company shall continue without dissolution.

SECTION 7. *Units; Percentage Interests.* The Company has only one class of units (“Units”) representing membership interests in the Company, which entitle the Members to certain rights as set forth in this Agreement. The number of Units held by each Member, at the date hereof, is set forth on Exhibit B hereto. For purposes of this Agreement, “**Percentage Interest**” shall mean (a) with respect to CII (or its permitted transferees), a fraction expressed as a percentage (x) the numerator of which is the number of Available Exchange Shares (as defined in the New Exchange Agreement) from time to time, and (y) the denominator of which is the sum of (I) [\bullet]³, plus (II) the number of Available Exchange Shares from time to time, plus (III) the number of additional shares of CCI common stock (if any) issued after the Effective Date (other than in connection with exercise of the Exchange Option under the New Exchange Agreement) so long as all of the proceeds (if any) of such issuance (net of underwriting discounts and commissions) are contributed to the Company or any of the Company’s wholly owned direct or indirect subsidiaries, and (b) with respect to CCI, one-hundred percent (100%) minus the percentage calculated pursuant to clause (a) of this definition.

SECTION 8. *Distributions.* The Company may from time to time distribute to the Members such amounts in cash and other assets as shall be determined by the Members acting by simple majority of the Votes. Each such distribution (including liquidating distributions) shall be divided among the Members in accordance with their respective Percentage Interests. Notwithstanding that the assets of the Company remaining after payment of or due provision for all debts, liabilities, and obligations of the Company may be insufficient to return the capital contributions or share of the Company’s profits reflected in such Member’s positive capital account balance, a Member shall have no recourse against the Company or any other Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not

³ Represents the total number of outstanding shares of CCI common stock, after giving effect to the Rights Offering (as defined in the Joint Plan), but prior to giving effect to the issuances of warrants and equity-based awards provided for by the Joint Plan, as of the Effective Date.

be required to make a distribution to the Members on account of their interest in the Company if such distribution would violate the Act or any other applicable law.

SECTION 9. *Allocations.* The profits and losses of the Company shall be allocated to the Members in accordance with the provisions set forth on Exhibit C hereto.

SECTION 10. *Dissolution; Winding Up.*

(a) *Dissolution.* The Company shall be dissolved upon (i) the adoption of a plan of dissolution by the Members acting by unanimity of the Votes and the approval of the Manager or (ii) the occurrence of any other event required to cause the dissolution of the Company under the Act.

(b) *Effective Date of Dissolution.* Any dissolution of the Company shall be effective as of the date on which the event occurs giving rise to such dissolution, but the Company shall not terminate unless and until all its affairs have been wound up and its assets distributed in accordance with the provisions of the Act and the Certificate is cancelled.

(c) *Winding Up.* Upon dissolution of the Company, the Company shall continue solely for the purposes of winding up its business and affairs as soon as reasonably practicable. Promptly after the dissolution of the Company, the Manager shall immediately commence to wind up the affairs of the Company in accordance with the provisions of this Agreement and the Act. In winding up the business and affairs of the Company, the Manager may, to the fullest extent permitted by law, take any and all actions that it determines in its sole discretion to be in the best interests of the Members, including, but not limited to, any actions relating to (i) causing written notice by registered or certified mail of the Company's intention to dissolve to be mailed to each known creditor of and claimant against the Company, (ii) the payment, settlement or compromise of existing claims against the Company, (iii) the making of reasonable provisions for payment of contingent claims against the Company and (iv) the sale or disposition of the properties and assets of the Company. It is expressly understood and agreed that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of claims against the Company so as to enable the Manager to minimize the losses that may result from a liquidation.

SECTION 11. *Transfer.* At any such time as the Company has more than one Member, no Member shall transfer, directly or indirectly, whether by sale, assignment, gift, pledge, hypothecation, mortgage, exchange or otherwise (each, a "**Transfer**"), all or any part of his, her or its limited liability company interest in the Company to any other person without the prior written consent of each of the other Members; *provided, however,* that this Section 11 shall not restrict the ability of (x) any Member to Transfer (at any time) all or a portion of its limited liability company interest in the Company to another Member or (y) CCI to Transfer (at any time) all or a portion of its limited liability company interest in the Company to any other person or entity. For the avoidance of doubt, nothing herein shall prohibit, restrict or limit in any way the rights of Mr.

Allen and CII to engage in the transactions set forth in the New Exchange Agreement. Upon the Transfer of a Member's limited liability company interest, the Manager shall provide notice of such Transfer to each of the other Members and shall amend Exhibit B hereto to reflect the Transfer. Notwithstanding the foregoing, (x) CII shall be permitted to Transfer (at any time) its membership interest in the Company (or any portion thereof) to another Allen Entity (as defined below), including in connection with a liquidation of CII, and (y) the holders of capital stock of CII shall be permitted to Transfer (at any time) shares of such capital stock (or any portion thereof) to an Allen Entity or, so long as CII's membership interest in the Company is Transferred to one or more Allen Entities prior to or concurrently with the Transfer of such capital stock, to any other person or entity. For purposes hereof, "**Allen Entity**" means from time to time any of (1) Mr. Allen, (2) any entity controlled by Mr. Allen, (3) any trust in which Mr. Allen is the grantor, (4) the estate, spouse, immediate family members and heirs of Mr. Allen, and (5) any trust created as a result of the death of Mr. Allen. "**Controlled**" shall mean the direct or indirect ownership of at least 50 % of the voting power and economic interest of an entity.

SECTION 12. *Admission of Additional Members.* The admission of additional or substitute Members to the Company shall be accomplished by the approval required under Section 4(b) and the amendment of this Agreement, including Exhibit B hereto, in accordance with the provisions of Section 15(b), pursuant to which amendment each additional or substitute Member shall agree to become bound by this Agreement.

SECTION 13. *Tax Status.* It is intended that the Company shall be treated as a partnership for federal, state and local income tax purposes. Notwithstanding anything to the contrary in this Agreement, the Manager shall not take any action that would result in the Company being treated as other than a partnership or an entity disregarded from its owner for federal, state and local income tax purposes (or refrain from taking any action, where omission would have such result) without prior consent from all the Members. All provisions of this Agreement are to be construed so as to preserve such tax status. Additional provisions with respect to tax matters are set forth on Exhibit C hereto. The Members acknowledge and agree that transactions consummated pursuant to the Joint Plan did not result in a termination of the Company pursuant to Section 708 of the Code.

SECTION 14. *Exculpation and Indemnification.*

(a) *Exculpation.* Neither the Members, the Manager, the directors (if any) of the Company, the officers of the Company, their respective affiliates, nor any person who at any time shall serve, or shall have served, as a director, officer, employee or other agent of any such Members, Manager, directors, officers, or affiliates (a "**Specified Agent**") shall be liable, in damages or otherwise, to the Company or to any Member or any other Person for, and neither the Company nor any Member shall take any action against such Members, Manager, directors, officers, affiliates or Specified Agent, in respect of any Loss (as defined below) which arises out of any acts or omissions performed or omitted by such person pursuant to the authority granted by this Agreement, or otherwise performed on behalf of the Company, or otherwise arising out of or

relating to the business and affairs of the Company, unless it is determined by a court of competent jurisdiction that such Member, Manager, director, officer, affiliate, or Specified Agent did not act in good faith, in the best interests of the Company and within the scope of authority conferred on such person by this Agreement or approved by the Manager, to the extent applicable. For purposes hereof, “**Loss**” means any costs or expenses (including reasonable attorneys’ fees and expenses), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative.

(b) *No Recourse.* Each Member shall look solely to the assets of the Company for return of such Member’s investment, and if the property of the Company remaining after the discharge of the debts and liabilities of the Company is insufficient to return such investment, each Member shall have no recourse against the Company, the other Members or their affiliates, except as expressly provided herein; *provided, however,* that the foregoing shall not relieve any Member or the Manager of any fiduciary duty or implied covenant of good faith and fair dealing to the Members that it may have hereunder or under applicable law.

(c) *Indemnification.* In any threatened, pending or completed claim, action, suit or proceeding to which a Member, a Manager, a director of the Company, any officer of the Company, their respective affiliates, or any Specified Agent was or is a party or is threatened to be made a party by reason of the fact that such person is or was engaged in activities on behalf of the Company or otherwise relating to the business and affairs of the Company, including without limitation any action or proceeding brought under the Securities Act of 1933, as amended, against a Member, a Manager, a director of the Company, any officer of the Company, their respective affiliates, or any Specified Agent relating to the Company, the Company shall to the fullest extent permitted by law indemnify and hold harmless the Members, Manager, directors of the Company, officers of the Company, their respective affiliates, and any such Specified Agents against losses, damages, expenses (including attorneys’ fees), judgments and amounts paid in settlement actually and reasonably incurred by or in connection with such claim, action, suit or proceeding; *provided, however,* that none of the Members, Managers, directors of the Company, officers of the Company, their respective affiliates or any Specified Agent shall be indemnified for actions constituting bad faith, willful misconduct, or fraud. Any act or omission by any such Member, Manager, director, officer, or any such affiliate or Specified Agent, if done in reliance upon the opinion of independent legal counsel or public accountants selected with reasonable care by such Member, Manager, director, officer, or any such affiliate or Specified Agent, as applicable, shall not constitute bad faith, willful misconduct, or fraud on the part of such Member, Manager, director, officer, or any such affiliate or Specified Agent.

(d) *Expenses.* To the extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Member, a Manager, a director of the Company, any officer of the Company, their respective affiliates, or any Specified Agent in such Person’s capacity as such in defending any claim, action, suit, or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, action, suit, or proceeding upon receipt by the Company of an undertaking by or on behalf of the Member, Manager, director, officer, affiliate,

or Specified Agent to repay such amount if it shall be determined that such Person is not entitled to be indemnified as authorized in Section 14(c).

(e) *No Presumption.* The termination of any claim, action, suit or proceeding by judgment, order or settlement shall not, of itself, create a presumption that any act or failure to act by a Member, a Manager, a director of the Company, any officer of the Company, their respective affiliates or any Specified Agent constituted bad faith, willful misconduct or fraud under this Agreement.

(f) *Limitation on Indemnification.* Any such indemnification under this Section 14 shall be recoverable only out of the assets of the Company and not from the Members.

(g) *Reliance on the Agreement.* To the extent that, at law or in equity, a Member, Manager, director of the Company, officer of the Company or any Specified Agent has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any Member or other person bound by this Agreement, such Member, Manager, director, officer or any Specified Agent acting under this Agreement shall not be liable to the Company or to any Member or other person bound by this Agreement for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Member, Manager, director of the Company, officer of the Company or any Specified Agent otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Member, Manager, director or officer or any Specified Agent.

SECTION 15. *Miscellaneous.*

(a) *Certificate of Limited Liability Company Interest.* A Member's limited liability company interest may be evidenced by a certificate of limited liability company interest executed by the Manager or an officer in such form as the Manager may approve; provided that such certificate of limited liability company interest shall not bear a legend that causes such limited liability company interest to constitute a security under Article 8 (including Section 8-103) of the Uniform Commercial Code as enacted and in effect in the State of Delaware, or the corresponding statute of any other applicable jurisdiction.

(b) *Amendment.* The terms and provisions set forth in this Agreement may be amended by simple majority of the Votes unless such an amendment would disproportionately affect a Member (each such Member, a "**Disproportionately Affected Member**") in which case the terms and provisions set forth in this Agreement may be amended only by a written instrument executed by each such Disproportionately Affected Member. Notwithstanding the foregoing, one hundred percent (100%) of the Votes shall be required to amend Section 4(b)(ii), Section 4(b)(iii), Section 6, Section 7, Section 8, Section 9, Section 11, Section 13, Section 14 and this Section 15(b) of this Agreement and Exhibit C to this Agreement. Compliance with any term or provision set forth herein may be waived only by a written instrument executed by each Member. No failure or delay

on the part of any Member in exercising any right, power or privilege granted hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

(c) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the Members and their respective successors and assigns.

(d) *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

(e) *Severability.* In the event that any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability thereof shall not affect any other provision hereof.

(f) *Multiple Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) *Entire Agreement.* This Agreement (together with the New Exchange Agreement, the Joint Plan and all related documents, instruments and agreements contemplated by the Joint Plan) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes and replaces any prior or contemporaneous understandings.

(h) *Relationship between the Agreement and the Act.* Regardless of whether any provision of this Agreement specifically refers to particular Default Rules (as defined below), (i) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (ii) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly. For purposes of this Section 15(h), “**Default Rule**” shall mean a rule stated in the Act which applies except to the extent it may be negated or modified through the provisions of a limited liability company’s Limited Liability Company Agreement.

(i) *Inspection.* Upon the request of any Member, the Manager shall make reasonably available to the requesting Member the Company’s books and records; *provided, however,* that the Manager shall have the right to keep confidential from the Members, for such period of time as the Manager deems reasonable, any information which the Manager reasonably believes to be in the nature of trade secrets or other information the disclosure of which the Manager in good faith believes is not in the best interest of the Company or could damage the Company or its business or

which the Company is required by law or by agreement with a third party to keep confidential. Any such request, inspection, or copying of information by a Member may be made by that Person or that Person's agent or attorney.

(j) *Financial Statements.* The Manager shall cause annual audited financial statements to be sent to each Member not later than 90 days after the close of the calendar year, but in no event later than when CCI receives such statements. The report shall contain a balance sheet as of the end of the calendar year and an income statement and statement of cash flow for the calendar year. Such financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied and be accompanied by the report thereon of the independent accountants engaged by the Company. Notwithstanding the foregoing, the audited financial statements of CCI shall satisfy this Section 15(j) to the extent that such financial statements do not reflect the financials or assets of other material operations. In addition, the Manager shall provide any Member with such periodic operating and financial reports of the Company as such Member may from time to time reasonably request.

(k) *Parties in Interest.* Except as expressly provided in the Act and Section 14 of this Agreement, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any persons other than the Members and their respective heirs, representatives, successors and permitted assigns nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

(l) *Notices.* Any notice to be given to any party hereto in connection with this Agreement shall be in writing (which may include facsimile) and shall be deemed to have been given and received when delivered to the address of the receiving party as specified on the signature pages hereof. Any party may, at any time by giving five (5) days' prior written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first above written.

CHARTER COMMUNICATIONS, INC., a
Delaware corporation, as Member and Manager

By: _____

Name:

Title:

Address for notices:

CHARTER INVESTMENT, INC., a Delaware
corporation

By: _____

Name:

Title:

Address for notices:

CHARTER COMMUNICATIONS HOLDING
COMPANY LLC, a Delaware limited liability
company

By: _____

Name:

Title:

Address for notices:

EXHIBIT A

Officers

EXHIBIT B

<u>Member</u>	<u>Capital Account</u>	<u>Units</u>
Charter Communications, Inc.	\$[•]	[99]
Charter Investment, Inc.	\$[•]	[1]

EXHIBIT C

TAX AND ACCOUNTING MATTERS

SECTION 1. *Capital Accounts.*

(a) *Maintenance of Capital Accounts; Determination of Profits and Losses; General Rules.* A separate “Book Capital Account” (as defined in Section 1(b) of this Exhibit C) shall be maintained for each Member in accordance with the provisions of this Section 1. Similarly, the “Profits” or “Losses” (as defined in Section 2(a) of this Exhibit C) shall be determined by the Company.

(b) *Book Capital Accounts.* A capital account (the “**Book Capital Account**”) for each Member shall be maintained at all times during the term of the Company in accordance with this Section 1(b) and the capital accounting rules set forth in Section 1.704-1(b)(2)(iv) of the Income Tax Regulations, as the same may be amended from time to time (“**Income Tax Regulations**”). The Company shall make all adjustments required by Section 1.704-1(b)(2)(iv), including, without limitation, the adjustments contained in Section 1.704-1(b)(2)(iv)(g) of the Income Tax Regulations (relating to Section 704(c) property). In the event that at any time during the term of the Company beginning on the day immediately following the Effective Date it shall be determined that the Book Capital Accounts shall not have been maintained as required by this Section 1(b), then said accounts shall be retroactively adjusted so that the same shall conform to this Section 1(b).

i) *Initial Book Capital Accounts.* The “**Initial Book Capital Account**” of a Member, as of the date of this Agreement, shall be equal to the amount set forth on Exhibit B of the Agreement.

ii) *Determination of Book Items.* Consistent with the provisions of Section 1.704-1(b)(2)(iv)(g)(3) of the Income Tax Regulations: (1) “**Book Depreciation**” (which means the depreciation, depletion or amortization deduction or allowance that shall be allowable to the Company with respect to an item of property of the Company, determined in the manner hereinafter set forth) for each item of property of the Company shall be the amount that bears the same relationship to the “**Gross Asset Value**” of such item of property of the Company as the “**Tax Depreciation**” (which means the depreciation, depletion, amortization deduction or allowance as determined for federal income tax purposes) with respect to such item of property of the Company for such year bears to the “adjusted basis” (within the meaning of Section 1011(a) of the Internal Revenue Code of 1986, as amended (the “**Code**”)) of such item of property of the Company; and (2) “**Book Gain or Loss**” shall be the gain or loss recognized by the Company from the sale, other disposition or revaluation (as provided in the definition of “Gross Asset Value” below) of property of the Company (such gain or loss determined by reference to the Gross Asset Value, and not the adjusted tax basis, of such property to the Company). If an item of property of

the Company shall have an “adjusted basis” (as defined in the preceding sentence) equal to zero, Book Depreciation shall be determined under a reasonable method, which method shall be selected by the Manager; provided that with respect to any item of property with an adjusted basis of zero as of the Effective Date, Book Depreciation shall be determined consistent with past practice.

iii) *Book Adjustments on Distributions.* With respect to all distributions of property to the Members, such distribution shall comply with the provisions contained in Section 1.704-1(b)(2)(iv)(e) of the Income Tax Regulations (relating to adjustments to Member’s Book Capital Accounts in connection with such distributions) and all allocations and adjustments made in connection therewith shall be in accordance with Section 2 of this Exhibit C.

iv) *Section 704(b) Compliance.* The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Book Capital Accounts are intended to comply with Section 704(b) of the Code and with the Income Tax Regulations promulgated thereunder (and shall be interpreted and applied in a manner consistent with such Income Tax Regulations). In the event the Manager shall determine that it is prudent to modify the manner in which the Book Capital Accounts, or any debits or credits thereto, are computed in order to comply with Section 704(b) of the Code and with Income Tax Regulations promulgated thereunder, then the Manager may make such modification, *provided* that any change in the manner of maintaining Book Capital Accounts shall not materially alter the economic arrangement between the Members.

SECTION 2. *Allocation of Income, Losses and Deductions for Book and Tax Purposes.*

(a) *Profits and Losses.* The “**Profits**” or “**Losses**” of the Company (which means the Company’s taxable income or loss, respectively, as calculated in accordance with Section 703(a) of the Code (with, however, (1) all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code being included in such taxable income or loss, (2) any income and gain that is exempt from federal income tax, and all expenditures made by the Company described in Section 705(a)(2)(B) of the Code (or treated as expenditures so described pursuant to Section 1.704-1(b)(2)(iv)(i) of the Income Tax Regulations) being included in such Profits or Losses, (3) Book Depreciation (and not Tax Depreciation) including without limitation all items of Member Nonrecourse Deductions (as defined in Section 2(c) of this Exhibit C) being included in calculating such Profits or Losses, and (4) Book Gain or Loss (and not Tax Gain or Loss (as defined in Section 2(b)(i) of this Exhibit C) being included in calculating such Profits or Losses), but excluding in such calculation the amounts allocated under Sections 2(b) and (d) of this Exhibit C) for each fiscal year of the Company, shall be determined and allocated to each of the Members in the following order and priority:

i) *Profit and Loss.* Except as otherwise provided in this Agreement, Profit (and items thereof) and Loss (and items thereof) shall be allocated among the Member’s Book Capital Accounts such that the Book Capital Accounts of the Members (after the Book Capital

Accounts have been adjusted to reflect all prior capital contributions and distributions for the relevant fiscal year and increased by each Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain) are as nearly as possible equal (proportionately) to the amounts that would be distributed to the Members if (1) all of the assets of the Company were sold to a third party for cash in an amount equal to their Gross Asset Value (except assets actually sold during the fiscal year shall be treated as sold for the consideration received therefore), (2) the Company satisfied all of its liabilities in accordance with their terms (limited with respect to each nonrecourse liability to the Gross Asset Value of the assets securing such liability), and (3) all of the Company assets were distributed in liquidation of the Company in accordance with Section 8 of this Agreement. The Manager may, in its discretion, make such other assumptions as it deems necessary or appropriate in order to effectuate the intended economic arrangement of the Members. Notwithstanding anything else in this Agreement or this Exhibit C to the contrary, the provisions of the Existing LLC Agreement, taking into account each Member's Percentage Interest (as defined in the Existing LLC Agreement) immediately before the transactions contemplated by the Joint Plan, shall govern with respect to allocations of income, gain, loss, credit and deduction for the period up to and including the Effective Date, including any items of income, gain, loss, credit and deduction arising on the Effective Date and/or arising as a result of the transactions effective as of the Effective Date, as contemplated by the Joint Plan.

The assets of the Company shall be revalued as of the Effective Date in accordance with Section 1.704-1(b)(2)(iv)(f) of the Income Tax Regulations. For purposes of this Section 2, "**Gross Asset Value**" shall mean, with respect to any asset, the gross fair market value of such asset as of the Effective Date, except as follows:

(1) the initial Gross Asset Value of any asset contributed by a Member to the Company after the Effective Date shall be the gross fair market value of such asset at the time of such contribution as determined in good faith by the Manager and the initial Gross Asset Value of any other asset acquired by the Company after the Effective Date shall be equal to its cost, within the meaning of Section 1012 of the Code;

(2) the Gross Asset Values of all Company assets may, in the discretion of the Manager, be adjusted to equal their respective gross fair market values, as reasonably determined by the Manager, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; (iii) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Income Tax Regulations or as otherwise provided in the Income Tax Regulations; and (iv) at any other time the Manager reasonably deems appropriate;

(3) the Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution (taking Section 7701(g) of the Code into account), as reasonably determined by the Manager;

(4) the Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Book Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Income Tax Regulations and this Exhibit C; provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (4) to the extent the Manager reasonably determines that an adjustment pursuant to clause (2) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (4); and

(5) if the Gross Asset Value of an asset has been determined or adjusted pursuant to clause (1), (2) or (4) above, such Gross Asset Value shall thereafter be adjusted by the Book Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(b) *Tax Allocations.*

i) *Tax Gain or Loss.* The gain or loss for United States federal income tax purposes from the sale or other disposition of property of the Company (“**Tax Gain or Loss**”) for each fiscal year of the Company shall be calculated and reflected to the Members as provided in this Section 2(b). Tax Gain or Loss for purposes of this Section shall be calculated (1) without including any income from interest on any deferred portion of the sale price and (2) without including in the tax basis of the property of the Company any remaining special basis adjustment to property of the Company under Section 732(d) or 743 of the Code except to the extent that such special basis adjustment is allocated to the common basis of property of the Company under Section 1.734-2(b)(1) of the Income Tax Regulations. The Members agree that the tax effects of any special basis adjustment that is not included in the calculation of tax gain or loss in accordance with clause (2) of the preceding sentence shall be separately reflected in calculating the tax gain or loss of the Member to whom such special basis adjustment relates.

ii) *Section 704(c) Property.* In the case of “Section 704(c) Property” (as hereinafter defined), Tax Gain or Loss (as the case may be) and Tax Depreciation shall be allocated in accordance with the requirements of Section 704(c) of the Code and the Income Tax Regulations thereunder and such other provisions of the Code as govern the treatment of Section 704(c) Property. Such allocations shall be made in accordance with the “traditional method” as set forth in Section 1.704-3(b) of the Income Tax Regulations. As used herein, “**Section 704(c) Property**” means (i) each item of property of the Company which is contributed to the Company (or which was contributed to the Company prior to the Effective Date) and to which Section 704(c) of the Code or Section 1.704-1(b)(2)(iv)(d) of the Income Tax Regulations applies, and (ii) each item of property of the Company which, as contemplated by Section 1.704-1(b)(4)(i) and other analogous provisions of the Income Tax Regulations, is governed by the principles of Section 704(c) of the Code (or principles analogous to the principles contained in Section 704(c) of the Code) by virtue of (a) an increase or decrease in the Book Capital Accounts of the Members to reflect a revaluation of property of the Company on the Company’s books as provided by Section

1.704-1(b)(2)(iv)(f) of the Income Tax Regulations (including revaluations occurring prior to the Effective Date), (b) the fact that it constitutes a receivable, account payable, or other accrued but unpaid item which, under principles analogous to those applying to an item of property of the Company having an adjusted tax basis that differs from its Gross Asset Value, is treated as an item of property described in Section 1.704-1(b)(2)(iv)(g)(2) of the Income Tax Regulations, or (c) any other provision of the Code or the Income Tax Regulations (including, without limitation, Section 1.704-1(b)(4)(i) of the Income Tax Regulations) as the same may from time to time be construed, to the extent that, and for so long as, such item of property of the Company continues to be governed by the principles of Section 704(c) of the Code (or principles analogous to the principles contained in Section 704(c) of the Code). The allocation of tax items shall except as provided otherwise in this Exhibit C or the Code and the Income Tax Regulations follow the allocation of book items.

(c) *Exceptions.*

i) *Limitations.*

(1) *General Limitation.* Notwithstanding anything to the contrary contained in this Section 2 of Exhibit C, no allocation of Loss shall be made to a Member which would cause such Member (a “**Restricted Member**”) to have a deficit balance (or increase such deficit balance) in its Adjusted Book Capital Account which exceeds the sum of such Member’s share of Company Minimum Gain and such Member’s share of Member Nonrecourse Debt Minimum Gain. If the limitation contained in the preceding sentence would apply to cause an item of loss or deduction to be unavailable for allocation to a Restricted Member, then such item of loss or deduction shall be allocated between or among Members who are not Restricted Members in accordance with such Members’ Percentage Interests. If all members are Restricted Members, items of loss or deduction shall be allocated among all Members in accordance with their Percentage Interests.

(2) *Members Nonrecourse Deductions.* Notwithstanding anything to the contrary contained in this Section 2, any and all items of loss and deduction and any and all expenditures described in Section 705(a)(2)(B) of the Code (or treated as expenditures so described pursuant to Section 1.704-1(b)(2)(iv)(i) of the Income Tax Regulations) that are (in accordance with the principles set forth in Section 1.704-2(i)(2) of the Income Tax Regulations) attributable to Member Nonrecourse Debt (collectively, “**Member Nonrecourse Deductions**”) shall be allocated to the Member that bears the Economic Risk of Loss for such Member Nonrecourse Debt. If both Members bear such Economic Risk of Loss, such Member Nonrecourse Deductions shall be allocated between or among Members in accordance with the ratios in which they share such Economic Risk of Loss. If both Members bear such Economic Risk of Loss for different portions of Member Nonrecourse Debt, each such portion shall be treated as a separate Member Nonrecourse Debt.

ii) *Minimum Gain Chargebacks.*

(1) *Company Minimum Gain.* Except to the extent provided in Section 1.704-2(f)(2), (3), (4) and (5) of the Income Tax Regulations, if there is, for any fiscal year of the Company, a net decrease in Company Minimum Gain, there shall be allocated to each Member, before any other allocation pursuant to this Section 2 is made under Section 704(b) of the Code of the Company items for such fiscal year, items of income and gain for such year (and, if necessary, for subsequent years) equal to the Member's share of the net decrease in Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is (i) the amount of such total net decrease multiplied by the Member's percentage share of the Company's minimum gain at the end of the immediately preceding taxable year, and (ii) in the event that a Member's share of the net decrease in Company Minimum Gain results from a revaluation, the increase in such Member's Book Capital Account attributable to such revaluation to the extent the reduction in minimum gain is caused by the revaluation determined in accordance with Section 1.704-2(g)(1) and (2) of the Income Tax Regulations. Items of income and gain to be allocated pursuant to the foregoing provisions of this Section 2(c)(ii)(1) shall consist first of gains recognized from the disposition of items of property of the Company subject to one or more Nonrecourse Liabilities of the Company, and then of a pro rata portion of the other items of Company income and gain for that year. This Section 2(c)(ii)(1) is intended to comply with the minimum gain chargeback requirement in the Income Tax Regulations and shall be interpreted consistently therewith.

(2) *Company's Nonrecourse Debt Minimum Gain.* Except to the extent provided in Section 1.704-2(i)(4) of the Income Tax Regulations, if there is, for any fiscal year of the Company, a net decrease in the Member Nonrecourse Debt Minimum Gain, there shall be allocated to each Member that has a share of the Member Nonrecourse Debt Minimum Gain at the beginning of such fiscal year before any other allocation pursuant to this Section 2 (other than an allocation required pursuant to Section 2(c)(ii)(1) of this Exhibit C) is made under Section 704(b) of the Code for such fiscal year, items of income and gain for such year (and, if necessary, for subsequent years) equal to such Member's share of the net decrease in the Member Nonrecourse Debt Minimum Gain. The determination of a Member's share of the net decrease in the Member Nonrecourse Debt Minimum Gain shall be made in a manner consistent with the principles contained in Sections 1.704-2(i)(5) and 1.704-2(g)(1) and (2) of the Income Tax Regulations. The determination of which items of income and gain to be allocated pursuant to the foregoing provisions of this Section 2(c)(ii)(2) shall be made in a manner that is consistent with the principles contained in Sections 1.704-2(f)(6), (i)(4) and (j)(2) of the Income Tax Regulations. This Section 2(c)(ii)(2) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Income Tax Regulations and shall be interpreted consistently therewith.

iii) *Nonrecourse Deductions.* Nonrecourse Deductions for any fiscal year shall be specially allocated among the Members in accordance with their Percentage Interests.

iv) *Certain Defined Terms.* For purposes of this Exhibit C: (i) "**Company Minimum Gain**" shall have the same meaning as "partnership minimum gain" as set forth in Section 1.704-2(b)(2) of the Income Tax Regulations and the amount of Company Minimum Gain, as well as any net increase or decrease in any Company Minimum Gain for any taxable year shall be determined in accordance with the rules of Section 1.704-2(d) of the Income Tax Regulations

treating such Company Minimum Gain as partnership minimum gain; (ii) “**Member Nonrecourse Debt**” shall have the meaning set forth in Section 1.704-2(b)(4) of the Income Tax Regulations; (iii) “**Member Nonrecourse Debt Minimum Gain**” shall have the same meaning as “partner nonrecourse debt minimum gain” as set forth in Section 1.704-2(i)(2) of the Income Tax Regulations; (iv) “**Nonrecourse Liability**” shall have the meaning set forth in Section 1.704-2(b)(3) of the Income Tax Regulations; (v) “**Adjusted Book Capital Account**” means the Book Capital Account of a Member reduced by any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Income Tax Regulations; (vi) “**Economic Risk of Loss**” shall have the meaning set forth in Section 1.752-2(b)-(j) of the Income Tax Regulations; (vii) “**Nonrecourse Deductions**” shall have the meaning set forth in Section 1.704-2(b)(1) of the Income Tax Regulations.

v) *Code Section 754 Adjustments.* As of the Effective Date and upon consummation of the Joint Plan, the Company shall have in place and the Manager shall cause the Company to file an election under Section 754 of the Code (and applicable provisions of state and local law). Pursuant to Section 1.704-1(b)(2)(iv)(m) of the Income Tax Regulation, to the extent an adjustment to the adjusted tax basis of any Member asset under Sections 734(b) or 743(b) of the Code is required to be taken into account in determining Book Capital Accounts, the amount of such adjustment to the Book Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Book Capital Accounts are required to be adjusted pursuant to Section 1.704-1(b)(2)(iv)(m) of the Income Tax Regulations.

(d) *Tax and Accounting Matters.*

i) *Qualified Income Offset.* Notwithstanding anything to the contrary in this Exhibit C, in the event any Member unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Income Tax Regulations, there shall be specially allocated to such Member such items of Company income and gain, at such times and in such amounts as will eliminate as quickly as possible the deficit balance (if any) in its Book Capital Account (in excess of the sum of such Member’s share of Company Minimum Gain and such Member’s share of Member Nonrecourse Debt Minimum Gain) created by such adjustments, allocations or distributions.

ii) *Gross Income Allocation.* In the event any Member has a deficit balance (if any) in its Book Capital Account (in excess of the sum of such Member’s share of Company Minimum Gain and such Member’s share of Member Nonrecourse Debt Minimum Gain) at the end of any fiscal year, each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 2(d)(ii) shall be made only if and to the extent that such Person would have a deficit balance (if any) in its Book Capital Account (in excess of the sum of such Member’s share of Company Minimum Gain and such Member’s share of Member Nonrecourse Debt Minimum Gain)

after all other allocations provided for in this Exhibit C have been made as if Section 2(d)(i) and this Section 2(d)(ii) were not in this Exhibit C.

(e) *Nonrecourse Liabilities for Purposes of Section 752.* As permitted by Section 1.752-3(a)(3) of the Income Tax Regulations, the Members hereby specify that excess Nonrecourse Liabilities of the Company shall be allocated first to each Member up to the amount of built-in gain that is allocable to such Member on Section 704(c) Property where such Section 704(c) Property is subject to the Nonrecourse Liability to the extent that such built-in gain exceeds the amount of liabilities allocated pursuant to Section 1.752-3(a)(2) of the Income Tax Regulations with respect to such property. To the extent the excess Nonrecourse Liabilities exceed the amount of such built-in gain, remaining excess Nonrecourse Liabilities shall then be allocated in accordance with the Members' Percentage Interests. The amount of Nonrecourse Liabilities allocated to any Member shall be adjusted to reflect any transfer of interests, diminution and/or increase in Percentage Interests or diminution and/or increase in any built-in gain allocable to any Member pursuant to section 704(c) of the Code, taking into account an adjustment for any such diminution and/or increase in Percentage Interests.

SECTION 3. *No Deficit Funding Obligation.*

Notwithstanding anything to the contrary contained in this Exhibit C or in the Agreement, no Member having a negative balance in its Book Capital Account shall have any obligation to the Company or to any other Member to restore its Book Capital Account to zero.

SECTION 4. *Order of Application.*

For purposes of this Exhibit C, the provisions set forth in the Agreement and this Exhibit C shall be applied in the order and manner provided in Section 1.704-2 of the Income Tax Regulations.

SECTION 5. *Allocations in Connection with Transfer of Member Interests.*

Upon the effective date of a valid direct or indirect transfer of all or part of an interest in the Company pursuant to the New Exchange Agreement, CII and Mr. Allen shall specify a "closing of the books" or "pro rata" method with respect to the allocation of items of income, deduction, gain, loss and/or credit of the Company in accordance with Section 706(d) of the Code; provided, however, that with respect to any transaction pursuant to the Joint Plan, all cancellation of indebtedness income shall be allocated using a "closing of the books" method pursuant to the Existing LLC Agreement.

SECTION 6. *Tax Matters Partner.*

(a) *Tax Matters Partner.* The Manager shall be the “tax matters partner” of the Company as such term is defined in Section 6231(a)(7) of Code (“**Tax Matters Partner**”), and it shall serve as such at the expense of the Company with all powers granted to a tax matters partner under the Code. Each Member shall give prompt notice to each other Member of any and all notices it receives from the Internal Revenue Service or any relevant state or local taxing authority concerning the Company, or its federal, state or local income tax return. The Tax Matters Partner shall at the Company’s expense furnish the Members with status reports regarding any negotiation between the Internal Revenue Service (or any relevant state or local taxing authority) and the Company, and each Member, if it so requests, may participate in such negotiation. The Tax Matters Partner shall not enter into any settlement with any taxing authority (federal, state or local), or extend the statute of limitations, on behalf of the Company or the Members without the approval of the Members.

(b) *Books and Records.* The Manager shall maintain books and records of the Company as may be required in connection with the preparation and filing of the Company’s required United States federal, state and local income tax returns or other tax returns or reports of foreign jurisdictions. All such books and records shall at all times be made available at the principal office of the Manager and shall be open to the reasonable inspection and examination by the Members or their duly authorized representatives during normal business hours upon reasonable advance notice.

(c) *Tax Returns.* The Manager shall use commercially reasonable efforts to cause the Company’s accountants, as soon as practicable after the end of each fiscal year of the Company but in no event later than July 15, to (i) prepare and submit drafts of the Company’s federal, state and local tax returns to the Members and (ii) prepare and deliver to each Member such information as is necessary to complete such Member’s federal, state and local tax or information returns. The Manager shall also use commercially reasonable efforts to cause the Company’s accountants, as soon as practicable after the end of any short taxable year of a Member with respect to the Company, but in no event later than 225 days after the end of such short taxable year, to prepare and submit estimates to such Member of such information as is necessary to permit such Member to prepare its federal, state and local tax or information returns. The costs of such preparation and review, and the costs of any revisions or supplements to such tax returns or information statements required as a result of such review, shall be a Company expense. The Manager shall use diligent efforts to have the Company’s accountants prepare and file final federal, state and local tax returns for the Company no later than the initial statutory filing date therefore (subject to any extension obtained from the Internal Revenue Service relating thereto).

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

CHARTER COMMUNICATIONS, INC., et al.,

Debtors.

)
) Chapter 11

)
) Case No. 09-____
) Jointly Administered

)
)

RIGHTS OFFERING PROCEDURES

1. Introduction

Charter Communications, Inc. (“CCI”) shall effectuate an offering (the “Rights Offering”) in conjunction with and pursuant to the Plan¹ to holders (the “Holders”) of CCH I Notes Claims as of April 17, 2009 (the “Record Date”) that certify that they are Accredited Investors or Qualified Institutional Buyers² (the “Eligible Holders”) of rights (the “Rights”) to purchase shares of new Class A common stock of the Reorganized Company, par value \$.001 per share (the “New Class A Stock”), pro rata in proportion to the principal amount of CCH I Notes Claims held by such Eligible Holders to the principal amount of CCH I Notes Claims held by all Eligible Holders entitled to participate in the Rights Offering on the Record Date (the “Pro Rata Participation Amount”), in exchange for a cash payment of the product of the Per Share Purchase Price multiplied by such Pro Rata Participation Amount upon the exercise of the Rights.

A Holder that is not an Eligible Holder and has certified the same will receive shares of New Class A Stock with a value equal to the value (“Rights Value”) of the Rights such Holder would have received, as determined pursuant to the Plan, if it was an Accredited Investor or a Qualified Institutional Buyer and certified the same.

The Investor Certificate

CCI has previously delivered to all Holders an Investor Certificate to determine which Holders are eligible to participate in the Rights Offering, or if not eligible, to receive their Rights Value. The Record Date will serve as the date for determining which Holders will be considered Eligible Holders permitted to participate in the Rights

¹ All capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Joint Plan of Reorganization of CCI, Charter Investment, Inc. and CCI’s direct and indirect subsidiaries filed pursuant to chapter 11 of the Bankruptcy Code (the “Plan”).

² “Accredited Investor” is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 (the “Securities Act”). See 17 C.F.R. § 230.501. “Qualified Institutional Buyer” is defined in Rule 144A promulgated under the Securities Act of 1933. See 17 C.F.R. § 230.144.

Offering and which Holders will receive Rights Value, and all such Holders are required to prove ownership of CCH I Notes Claims as of the Record Date.

All Holders that completed and returned an Investor Certificate evidencing that they are Eligible Holders have been mailed these Rights Offering Procedures and related offering documents (including a form on which to exercise Rights) (collectively, the “Rights Offering Documents”).

All Holders that are not Eligible Holders (the “Non-Eligible Holders”) have been required to certify in the Investor Certificate that they are not Accredited Investors or Qualified Institutional Buyers and to provide proof of ownership of a CCH I Notes Claim as of the Record Date in order to receive their Rights Value. Fractional shares shall not be issued and no compensation shall be paid in cash in respect of fractional shares.

A Holder that did not timely return the Investor Certificate has forfeited any and all rights that it may have had under the Rights Offering with respect to its CCH I Notes Claim.

The Rights Exercise Form

The enclosed Rights exercise form (the “Rights Exercise Form”) is being sent concurrently to each Eligible Holder entitling such holder to exercise its Rights. The Rights shall not be listed or quoted on any public or over-the-counter exchange or quotation system. Fractional shares shall not be issued upon exercise of the Rights and no compensation shall be paid in cash in respect of such fractional shares. In order to exercise its Rights, each Eligible Holder must have submitted proof of ownership of its CCH I Notes Claim as of the Record Date.

2. The Equity Backstop

The Rights Offering will be backstopped by certain members of the Crossover Committee (the “Equity Backstop Parties”).³ The Equity Backstop Parties have, severally and not jointly, agreed to exercise Rights according to their respective Pro Rata Participation Amounts (assuming that all Holders are Eligible Holders). In addition, certain Equity Backstop Parties (the “Excess Backstop Parties”) have each committed to a backstop amount in excess of its Pro Rata Participation Amount as set forth on Annex E to the Plan (the “Excess Backstop”). If any Eligible Holder of CCH I Notes Claims (or the transferee of its Rights), other than an Equity Backstop Party, fails to exercise any of its Rights, then each Excess Backstop Party will assume its pro rata portion of the unexercised Rights in the same proportion that the amount of its Excess Backstop bears to the total amount of all Excess Backstops.

³ The Equity Backstop Parties are members of the Committee listed on Annex E to the Plan.

Financial Balloting Group LLC, the Securities Voting Agent, has been designated as the “Subscription Agent” for the Rights Offering.

Before exercising any Rights, Eligible Holders should read the Plan and the Disclosure Statement, including the section entitled “Risk Factors” and the section regarding the valuation of the Reorganized Debtors contained therein.

3. Commencement/Expiration of the Rights Offering

The Rights Offering shall commence on the later of (i) the day upon which the Disclosure Statement is made publicly available, including by posting the Disclosure Statement on CCI’s website and/or through filing as an exhibit to a Current Report on Form 8-K and (ii) two Business Days following the day upon which the Investor Certificates are required to be returned by the Holders (as specified in the Investor Certificate) (the “Commencement Date”). The Rights Offering shall expire 20 Business Days after the Commencement Date (the “Initial Expiration Date”). Unexercised Rights will expire without compensation at 5:00 p.m. Prevaling (Prevaling Eastern Time) on the Expiration Date unless a Notice of Intention (as defined below) is delivered during the five Business Days prior to the Expiration Date, in which case the Rights, if unexercised, shall expire at 5:00 p.m. (Prevaling Eastern Time) on the fifth Business Day following delivery by the transferor Holder of such Notice of Intention to the Subscription Agent (the “Extension Expiration Date” and, together with the Initial Expiration Date, the “Expiration Date”). Each Eligible Holder intending to participate in the Rights Offering must affirmatively make a binding election to exercise its Rights (or any portion thereof) and, except as provided in Section 4 below, submit payment for the shares of New Class A Stock underlying such Rights on or prior to the applicable Expiration Date in accordance with the provisions of Section 4 below.

As promptly as practicable following the Extension Expiration Date, CCI shall deliver, or cause to be delivered, to each Eligible Holder that has exercised Rights or its bank, broker, agent, or other nominee, a written statement confirming the number of shares of New Class A Stock such Eligible Holder has elected to purchase as well as (except in the case of the Equity Backstop Parties) the payment received in connection with the exercise of its Rights (or any portion thereof). Shares of New Class A Stock issued in connection with the Rights Offering shall be issued on the Effective Date pursuant to the exemption provided under section 4(2) of the Securities Act, and such shares will be issued directly to the Holder.

Each Eligible Holder that has exercised its Rights shall have the right to have the shares of New Class A Stock issuable upon exercise of Rights registered with the Commission pursuant to a registration rights agreement to be entered into between such Eligible Holders and CCI on the Effective Date.

4. Exercise of Rights

Each Eligible Holder may designate on its Rights Exercise Form whether it wishes to exercise its Rights. Each Eligible Holder, other than the Excess Backstop

Parties, is entitled to participate in the Rights Offering solely to the extent of its Pro Rata Participation Amount. Each Eligible Holder may exercise all or any portion of its Rights pursuant to the procedures outlined below.

Payment for Shares Issuable Upon Exercise of Rights

Except for the Equity Backstop Parties, each Eligible Holder must remit payment for the Rights that it exercises by wire transfer or cashier's check as directed in the Rights Exercise Form on or prior to the applicable Expiration Date. If an Eligible Holder that elects to exercise its Rights fails to submit payment in accordance with the Rights Offering Procedures, such Eligible Holder shall be deemed to have relinquished and waived its Rights, provided that CCI may pursue all remedies at equity and in law to compel payment or seek damages. Each Equity Backstop Party shall remit payment for the Rights that it exercises by wire transfer or cashier's check no later than two Business Days following the Confirmation Date.

Disputes, Waivers, and Extensions

Any and all disputes concerning the timeliness, viability, form, and eligibility of any exercise of Rights shall be addressed in good faith by CCI, in consultation with the Crossover Committee, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. CCI, in consultation with the Crossover Committee, may seek to waive any defect or irregularity, or permit a defect or irregularity to be corrected, within such times as they may determine in good faith to be appropriate, or reject the purported exercise of any Rights. Subscription instructions shall be deemed not to have been properly completed until all irregularities have been waived or cured within such time as CCI determines in its discretion reasonably exercised in good faith. CCI reserves the right, but is under no obligation, to give notice to any Eligible Holder regarding any defect or irregularity in connection with any purported exercise of Rights by such Eligible Holder and CCI may, but is under no obligation, to permit such defect or irregularity to be cured within such time as it may determine in good faith, in consultation with the Crossover Committee, to be appropriate; provided, however, that none of CCI, its officers, directors, employees, agents or advisors, or its or their respective affiliates, the Subscription Agent, or any member of the Crossover Committee (the "Exculpated Parties") shall incur any liability for failure to give such notification. Further, CCI may seek to give notice to any Non-Eligible Holder regarding any defect or irregularity in connection with a Rights Value Form, and may permit such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate; provided, that neither CCI nor the Subscription Agent shall have any obligation to provide such notice, nor will they or any other Exculpated Party incur any liability for failure to give such notification.

CCI, with the approval of the Bankruptcy Court, and following notice to the Crossover Committee, may extend the duration of the Rights Offering or adopt additional detailed procedures to more efficiently administer the distribution and exercise of the Rights.

Funds

The payments made in accordance with the Rights Offering by persons other than the Equity Backstop Parties (the “Rights Offering Funds”) shall be deposited with and held by the Subscription Agent in escrow pending the Effective Date in an account or accounts (a) which shall be separate and apart from the Subscription Agent’s general operating funds and any other funds subject to any lien or any cash collateral arrangements and (b) which will be maintained for the purpose of holding the funds for administration of the Rights Offering until the Effective Date. The Subscription Agent shall not use the Rights Offering Funds for any purpose other than to release the funds as directed by CCI on the Effective Date and shall not encumber or permit the Rights Offering Funds to be encumbered by any lien or similar encumbrance. The Rights Offering Funds of the Equity Backstop Parties shall be deposited with and held in escrow pending the Effective Date by an escrow agent mutually acceptable to the Equity Backstop Parties and CCI and pursuant to the terms of an escrow agreement mutually acceptable to the Equity Backstop Parties and CCI.

Waiver and Release

Each Eligible Holder that participates in the Rights Offering (and each Non-Eligible Holder that elects to receive Rights Value) shall be deemed by virtue of such participation (or election), to have waived and released, to the fullest extent permitted under applicable law, all rights, claims, or causes of action against the Exculpated Parties arising out of or related to the receipt, delivery, disbursements, calculations, transmission, or segregation of cash, Rights and New Class A Stock in connection with the Rights Offering.

5. Transfer and Revocation

Subject to the Right of First Refusal set forth below, the Rights received by the Eligible Holders shall be independently transferable, but only pursuant to a bona fide purchase offer for cash from a third party that is an Accredited Investor or a Qualified Institutional Buyer (a “Third Party Purchaser”), up to the Expiration Date. Once the Eligible Holder or its transferee has properly exercised its Rights, such exercise will not be permitted to be revoked.

6. Right of First Refusal

If at any time during the period beginning on the Commencement Date and ending at 5:00 p.m. (Prevailing Eastern Time) on the Initial Expiration Date, any Eligible Holder (any such Eligible Holder, a “Selling Holder”) desires to transfer any of its Rights pursuant to Section 5, then such Selling Holder shall promptly deliver written notice of its intention to transfer such Rights (a “Notice of Intention”) in the form attached hereto as Exhibit A, accompanied by an executed Investor Certification from the proposed Third Party Purchaser and a copy of the purchase offer or other documentation evidencing such proposed transfer, to the Subscription Agent, setting forth the number of shares of New Class A Stock issuable upon exercise of the Rights proposed to be transferred (the

“Offered Securities”), and the offering price of the Offered Securities (the “Offer Price”) and any other applicable terms and conditions. The Subscription Agent shall promptly (and in any event within one Business Day) forward a copy of such Notice of Intention to each Excess Backstop Party (other than the Selling Holder or Third Party Purchaser, if applicable).

Upon receipt of a Notice of Intention and subject to the limitations set forth herein, each of the Excess Backstop Parties shall have the right to purchase at the Offer Price for cash, any or all of the Offered Securities. Any Excess Backstop Party wishing to exercise its rights hereunder shall deliver notice to the Subscription Agent (the “Notice of Exercise”), by 5:00 p.m. (Prevailing Eastern Time) on or prior to the fifth Business Day following the date of receipt of the Notice of Intention by such Excess Backstop Party (the “Option Period”), setting forth the amount of Offered Securities such Excess Backstop Party wishes to purchase. A copy of such Notice of Exercise shall promptly (and in any event within one Business Day) be delivered by the Subscription Agent to the Selling Holder and the other Excess Backstop Parties. The rights of the Excess Backstop Parties shall terminate if unexercised prior to the expiration of the Option Period. If the aggregate number of shares of New Class A Stock issuable upon exercise of the Rights that the Excess Backstop Parties wish to purchase exceeds the number of shares of New Class A Stock issuable upon exercise of the Offered Securities, each Excess Backstop Party shall only have the right to purchase its Pro-Rata ROFR Amount (as defined below) of such Offered Securities or such lesser amount as is set forth in such Excess Backstop Party’s Notice of Exercise; provided, that in no event shall any Excess Backstop Party receive less than its Pro-Rata ROFR Amount or such lesser amount as is set forth in such Excess Backstop Party’s Notice of Exercise. “Pro-Rata ROFR Amount” shall mean, with respect to any Excess Backstop Party, the product obtained by multiplying (x) the total number of Offered Securities by (y) the proportion that such Excess Backstop Party’s Excess Backstop bears to the total amount of Excess Backstops. To the extent that any Excess Backstop Party does not wish to purchase all of its Pro-Rata ROFR Amount of the Offered Securities, the other Excess Backstop Parties electing to exercise their rights to purchase the Offered Securities shall have the right to purchase the remaining Offered Securities on a pro rata basis (based on their respective Excess Backstops).

If the Excess Backstop Parties exercise their rights to purchase any or all of the Offered Securities in accordance with the procedures set forth above, then the Selling Holder shall sell such Offered Securities to the Excess Backstop Parties, and the Excess Backstop Parties shall be obligated to purchase such Offered Securities from the Selling Holder within five Business Days after the expiration of the Option Period, at the Offer Price and on the other terms and conditions specified in the Notice of Intention, pursuant to such documentation as the parties may reasonably agree to evidence the transfer of the Offered Securities, which shall contain customary representations and warranties of the Selling Holder relating to the Offered Securities.

If the Excess Backstop Parties do not elect to purchase all of the Offered Securities, then the Selling Holder shall sell to the Excess Backstop Parties the exercised portion thereof (if any) and may transfer the Offered Securities not purchased by the Excess Backstop Parties to the Third Party Purchaser at the Offer Price (or a higher price)

and on terms and conditions at least as favorable as specified in the Notice of Intention, pursuant to such documentation as the parties may reasonably agree to evidence the transfer of the Offered Securities, which shall contain customary representations and warranties of the Selling Holder relating to the Offered Securities.

The delivery of a Notice of Intention and of a Notice of Exercise shall be irrevocable. Any person who has failed to give notice of the election of an option hereunder within the specified time period shall be deemed to have waived such person's rights with respect thereto on the day immediately following the last day of such period.

If the date on which a Notice of Intention is delivered by the Selling Holder to the Subscription Agent with respect to any Offered Securities is less than five Business Days prior to the Initial Expiration Date, the applicable Expiration Date with respect to the exercise of such Offered Securities shall be the Extension Expiration Date.

7. Inquiries And Transmittal Of Documents; Subscription Agent

The exercise instructions contained in the Rights Exercise Form should be carefully read and strictly followed. The instructions contained in the Rights Value Form should be carefully read and strictly followed.

Questions relating to the Rights Offering should be directed to the Subscription Agent at the following phone number: (866) 734-9393.

The risk of non-delivery of all documents and payments is on the Eligible Holders electing to exercise their Rights and not CCI or the Subscription Agent.

Exhibit A

FORM OF NOTICE OF INTENTION

INVESTOR CERTIFICATE

On March [25], 2009, Charter Communications, Inc. (“Charter”), Charter Investment, Inc. and certain of Charter’s subsidiaries (collectively, the “Debtors”) filed a joint plan of reorganization pursuant to chapter 11 of the United States Bankruptcy Code (the “Plan”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). As part of the Plan, Charter will conduct an offering (the “Rights Offering”) of shares of its Class A common stock, par value \$.001 per share (“New Class A Stock”), to Eligible Holders via the issuance of rights (the “Rights”) to purchase shares of such New Class A Common Stock.

An “Eligible Holder” is a holder of 11.00% Senior Secured Notes issued by CCH I, LLC and CCH I Capital Corp. (the “CCH I Notes”) as of [insert date that is 10 days prior to the Disclosure Statement hearing] that is either a Qualified Institutional Buyer or an Accredited Investor. Each such term is defined in Schedules A-1 and A-2, respectively, attached hereto. A holder of CCH I Notes that certifies that such holder is an Eligible Holder will receive a subscription exercise form entitling such Eligible Holder to exercise its Rights. A holder of CCH I Notes that is not an Eligible Holder and certifies the same will receive shares of New Class A Stock with a value equal to the value (“Rights Value”) of the Rights such holder would have received, as determined pursuant to the Plan, if it was a Qualified Institutional Buyer or an Accredited Investor and certified the same.

This letter is not an offer with respect to the New Class A Stock and does not create any obligations whatsoever on the part of Charter to make an offer or on the part of the recipient.

IN ORDER FOR (I) ELIGIBLE HOLDERS TO PARTICIPATE IN THE RIGHTS OFFERING, AND (II) HOLDERS OF THE CCH I NOTES THAT ARE NOT ELIGIBLE HOLDERS TO RECEIVE THE RIGHTS VALUE, SUCH HOLDERS MUST COMPLETE AND RETURN THIS CERTIFICATE, INCLUDING THE CONFIRMATION OF OWNERSHIP FORM ATTACHED HERETO, BY:

5:00 P.M. NEW YORK CITY TIME ON [Insert date that is 14 days after the initial scheduled Disclosure Statement hearing date], 2009

TO THE FOLLOWING ADDRESS:

By Registered, Certified or Express Mail, Overnight Courier or Electronic Mail:

[Financial Balloting Group
757 Third Avenue, 3rd Floor
New York, NY 10017
Attention: [_____]]
Email: [_____]@fbgllc.com]

DELIVERY OF THIS INVESTOR CERTIFICATE TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Section 1

Is the Undersigned a Qualified Institutional Buyer?

Yes No

If the answer to the question immediately above is marked as “Yes” the undersigned shall proceed to Section 4. If the above is marked as “No” the undersigned shall proceed to Section 2.

Section 2

Is the Undersigned an Accredited Investor?

Yes No

If the answer to the question immediately above is marked as “Yes” the undersigned shall proceed to Section 4. If the above is marked as “No” the undersigned shall proceed to Section 3.

Section 3

By indicating “Yes” below the undersigned asserts that it is neither a Qualified Institutional Buyer nor an Accredited Investor.

Yes No

The undersigned must answer “Yes” to one of the questions above in order to receive Rights or Rights Value, as applicable.

Section 4

Please complete and return this Investor Certificate and attached confirmation of ownership form (i) by registered, certified or express mail or overnight courier service or (ii) in portable document format (a “pdf file”) by electronic mail to the Subscription Agent at the address below **by [insert date that is 14 days following the initial scheduled Disclosure Statement hearing date].**

Subscription Agent:

[Financial Balloting Group
757 Third Avenue, 3rd Floor
New York, NY 10017
Attention: [_____]]
Email: [_____]@fbgllc.com]

IN WITNESS WHEREOF, the undersigned has executed this Investor Certificate on the date set forth below and confirms that this Investor Certificate (i) contains accurate representations with respect to the undersigned and (ii) is a certification to Charter and the Bankruptcy Court.

Dated: _____, 2009

Name of Undersigned:

(Please Print or Type)

Signature: _____

By : _____
(Please Print or Type)

Title: _____
(Please Print or Type)

Address and telephone number:

Aggregate principal amount of CCH I Notes held by the Undersigned:

**SHARES OF NEW CLASS A STOCK WILL BE ISSUED TO HOLDERS
THAT ARE NOT ELIGIBLE HOLDERS (AND THAT CERTIFY THE SAME)
AT THE ADDRESS INDICATED ABOVE.**

CONFIRMATION OF OWNERSHIP

Your ownership of CCH I Notes must be confirmed in order to participate in the Rights Offering or receive the Rights Value.

The bank, broker, or other nominee (each a “Nominee”) holding your CCH I Notes as of the Record Date, [____], 2009, must complete Box A on your behalf. Box B is only required if any or all of your CCH I Notes were on loan as of the Record Date (as determined by your Nominee).

<p><u>Box A</u> <u>For Use Only by the Nominee</u></p>
DTC Participant Name: _____
DTC Participant Number: _____
Principal Amount of CCH I Notes held by this account as of the Record Date, [____], 2009: _____ principal amount
Medallion Guarantee:
Nominee contact name and telephone number:
Contact name: _____
Contact telephone number: _____

Box B (only if needed)
Nominee Proxy – Only if Needed

DTC Participant Name:

DTC Participant Number: _____

Principal Amount of CCH I Notes held on behalf of, and hereby assigned to, the Nominee listed above in Box A as of the Record Date, [____], 2009:

_____ principal amount

Medallion Guarantee:

Nominee contact name and telephone number:

Contact name: _____

Contact telephone number: _____

Qualified Institutional Buyer Definition

“Qualified Institutional Buyer” pursuant to Rule 144A promulgated under the Securities Act of 1933, as amended (the “Act”), is defined as follows:

(1) (i) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity and is:

- (A) any “insurance company” as defined in Section 2(a)(13) of the Act;¹
- (B) any “investment company” registered under the Investment Company Act or any “business development company” as defined in Section 2(a)(48) of the Investment Company Act;
- (C) any “Small Business Investment Company” licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- (D) any “plan” established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of the employees;
- (E) any “employee benefit plan” within the meaning of Title I of the Employee Retirement Income Security Act of 1974;
- (F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraphs 4 and 5 above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;
- (G) a “business development company” as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the “Investment Advisers Act”);
- (H) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership or Massachusetts or similar business trust; and
- (I) any “investment advisor” registered under the Investment Advisers Act.

¹ A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act of 1940 (the “Investment Company Act”), which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of such insurance company.

(ii) Any “dealer” registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer; provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;

(iii) any “dealer” registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;²

(iv) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a “family of investment companies” which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. “Family of investment companies” means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this Section:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment Companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company’s adviser (or depositor) is a majority-owned subsidiary of the other investment company’s adviser (or depositor);

(v) any entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; and

(vi) any “bank” as defined in Section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

² A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a qualified institutional buyer without itself having to be a qualified institutional buyer.

(2) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.

(3) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(4) In determining the aggregate amount of securities owned by an entity and invested on a discretionary basis, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(5) For purposes of this section, “riskless principal transaction” means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a qualified institutional buyer, including another dealer acting as riskless principal for a qualified institutional buyer.

Accredited Investor Definition

“Accredited Investor” shall mean any person who comes within any of the following categories:

- (1) Any bank as defined in Section 3(a)(2) of the Securities Act of 1933 (the “Act”), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- (3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
- (5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000;
- (6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
- (8) Any entity in which all of the equity owners are accredited investors.

Rights Exercise Form

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)

) Chapter 11

CHARTER COMMUNICATIONS, INC., et al.,)

) Case No. 09-_____

Debtors.)

) Joint Administration Requested

**INSTRUCTIONS TO RIGHTS EXERCISE FORM IN
CONNECTION WITH DEBTORS' JOINT PLAN OF REORGANIZATION
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

Class G-1: CCH I, LLC ("CCH I") Notes due 2015

Offer Available to Holders as of 5:00 p.m. New York City time on [xx], 2009 (the "Record Date")

**All Rights Exercise Forms must be received by the Subscription Agent no later than 5:00 p.m.
(New York City time) on [xx], 2009¹ (such time, as may be extended
pursuant to the Rights Offering Procedures, the "Expiration Date").**

To Eligible Holders of CCH I Notes Claims:

On March [xx], 2009, Charter Communications, Inc. ("CCI"), together with Charter Investment, Inc. and CCI's direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors"), filed the Debtors' joint plan of reorganization pursuant to chapter 11 of the Bankruptcy Code (the "Plan") and the accompanying Debtors' disclosure statement pursuant to chapter 11 of the Bankruptcy Code (the "Disclosure Statement"). Pursuant to the Plan, each holder of a CCH I Notes Claim as of [insert date that is 10 days prior to the Disclosure Statement hearing date] that is (i) an Accredited Investor, as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act") or (ii) a Qualified Institutional Buyer, as defined in Rule 144A of the Securities Act (each such holder, an "Eligible Holder") has the right (the "Right") to subscribe for New Class A Stock based on such holder's Pro Rata Participation Amount (the "Rights Offering"). For a complete description of the Rights Offering see the accompanying Rights Offering Procedures (the "Rights Offering Procedures"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan.

You have received the attached Rights Exercise Form because you are a holder of a CCH I Notes Claim held for your account as of [insert date that is 10 days prior to the Disclosure Statement hearing date] and you have certified that you are an Eligible Holder. Please utilize the attached Rights Exercise Form to execute your election.

TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING YOU MUST FOLLOW THE INSTRUCTIONS BELOW:

Unless you are an Equity Backstop Party, the payments made in connection with your exercise of Rights will be deposited and held by the Subscription Agent in a rights offering account. The account will

¹ Insert date that is 20 business days after launch of the Rights Offering.

be maintained by the Subscription Agent for the purpose of holding the funds for the administration of the Rights Offering until the Effective Date. The Subscription Agent will not use such funds for any other purpose prior to the Effective Date and shall not encumber or permit such funds to be encumbered with any lien or similar encumbrance. If you are an Equity Backstop Party, the payments made in connection with your exercise of Rights will be deposited with and held in escrow pending the Effective Date by an escrow agent mutually acceptable to the Equity Backstop Parties and CCI and pursuant to the terms of an escrow agreement mutually acceptable to the Equity Backstop Parties and CCI.

No interest will be paid to any holder exercising Rights on account of amounts paid in connection with such exercise.

CCI will use commercially reasonable efforts to give notice to any holder of Rights regarding any defect or irregularity in connection with any purported exercise of Rights by such holder and may permit such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate; provided, however, that none or CCI, its officers, directors, employees, agents or advisors, or its or their respective affiliates or the Subscription Agent will incur any liability for failure to give such notification.

Questions. If you have any questions about this Rights Exercise Form or the exercise procedures described herein, please contact the Subscription Agent at [xxx-xxx-xxxx].

The Subscription Agent must receive your Rights Exercise Form by the Expiration Date or the exercise shall be void and your Rights will terminate and be cancelled.

To purchase Class A Stock pursuant to the Rights Offering:

1. **Insert** the principal amount of CCH I Notes Claims you hold in Item 1.
2. **Complete** the calculation in Item 2a.
3. **Complete** Item 2b, indicating the amount of the Class A Stock that you wish to purchase.
5. **Read and Complete** the certification in Item 3.
6. **Return the Rights Exercise Form** either (i) in the pre-addressed envelope or (ii) in portable document format (a “pdf file”) by electronic mail (which pdf file shall be treated in all manner and respects as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof) to the Subscription Agent on or before the Expiration Date.
7. **Deliver the Full Payment for the Rights Exercised**, unless you are an Equity Backstop Party, to the Subscription Agent so that it is received by the Subscription Agent on or before the Expiration Date. Payment must be made by wire transfer or cashier’s check. Cashier’s checks may be made payable to “Charter Communications, Inc.” or to the “Estate of Charter Communications, Inc.” c/o [Financial Balloting Group LLC, 757 Third Ave., 3rd Floor, New York, NY 10017].

Wire Delivery Instructions:

[xx] Bank
[address]

Routing Number: [xx]
Account Number:[xx]
Swift Code: [xx]

Special Instructions: Please note that payment is for the benefit of: Charter Communications, Inc. Case Number 09-[xxxxx] and also include your name and contact information.

Before exercising any Rights you should read the Rights Offering Procedures, the Plan and the Disclosure Statement, including the section entitled “Risks Factors” and the valuation of the Reorganized Debtors contained therein.

**RIGHTS EXERCISE FORM FOR RIGHTS OFFERING
IN CONNECTION WITH DEBTORS' JOINT PLAN OF
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

Class G-1: CCH I Notes Claims

EXPIRATION DATE

The expiration date for the exercise of Rights is
5:00 p.m. New York City time on [xx], 2009²
(such time, as may be extended pursuant to the Rights Offering Procedures,
the "Expiration Date").

**Please leave sufficient time for your Rights Exercise Form
to reach the Subscription Agent and be processed.**

**Please consult the Rights Offering Procedures for additional
information with respect to this Rights Exercise Form.**

Item 1. Amount of CCH I Notes Claims. I certify, as authorized signatory of the undersigned holder, that as of the Record Date of [xx], 2009, the undersigned holder was the beneficial owner of CCH I Notes Claims in the following principal amount (insert amount on the line below). For purposes of this Rights Exercise Form, do not adjust the principal amount for any accrued or unmatured interest or any accretion factor, as it has been taken into consideration in the calculation in item 2a below:

\$ _____

Item 2. Rights. Pursuant to the Plan and the accompanying Rights Offering Procedures, each Eligible Holder is entitled to participate in the Rights Offering based upon its "Pro Rata Participation Amount." To subscribe, fill out Items 2a, 2b, and 2c below and read and complete Item 3 below.

2a. Calculation of the Maximum Amount of New Class A Stock.³ The maximum amount of New Class A Stock for which the undersigned holder may subscribe is calculated as follows:

_____ X [] = _____
(Insert Principal Amount from (Maximum Amount of New Class A Stock)
Item 1 above) Round down to Nearest Whole Number

2b. Exercise Amount. By filling in the following blanks, you are indicating that the undersigned holder is interested in purchasing the amount of New Class A Stock specified below (specify an amount of New Class A Stock not greater than the maximum amount of New Class A Stock figure in Item 2a), on the terms of and subject to the conditions set forth in the Rights Offering Procedures.

² Insert date that is 20 business days after the launch of the Rights Offering.

³ To be completed after Investor Certificates are due.

_____ X \$[_____] = \$ _____
(Indicate maximum amount of
New Class A Stock you elect to
purchase)

Payment in full for the New Class A Stock that the undersigned holder has elected to purchase through the exercise of the Rights must be delivered to the Subscription Agent so that it is received by the Subscription Agent on or before the Expiration Date or such other date specified in the Rights Offering Procedures. Any failure to timely pay for the exercise of Rights will result in a revocation and relinquishment of such Rights.

Item 3. Certification. I certify that (i) I am an authorized signatory of the holder, of the amount of CCH I Notes Claims listed under Item 1 above, (ii) I have received a copy of the Plan and the Disclosure Statement (ii) I understand that the exercise of rights is subject to all the terms and conditions set forth in the Disclosure Statement and Plan.

I also certify and represent for the benefit of the Debtors that (i) the undersigned holder is an “accredited investor” or a “qualified institutional buyer” as such terms are defined in Rule 501 of Regulation D or Rule 144A promulgated under the Securities Act, respectively; (ii) neither the undersigned holder nor any person acting on its behalf has made or will make offers or sales of the New Class A Stock (the “Securities”) in the United States by means of any form of general solicitation or general advertising (within the meaning of Regulation D); and (iii) the undersigned holder has not and will not make offers of the Securities purchased hereunder except solely (a) to persons whom the undersigned holder reasonably believes to be “accredited investors” or “qualified institutional buyers” (as defined under Regulation D and Rule 144A promulgated under the Securities Act, respectively), (b) to persons permitted to purchase the Notes in offshore transactions in reliance upon Regulation S promulgated under the Securities Act and (c) pursuant to another permitted transaction under the Securities Act.

I understand that the New Class A Stock I receive pursuant to the exercise of Rights will not be “freely tradable” and will be issued in a “private placement” under the Securities Act. I understand that in order to have such New Class A Common Stock registered, I must execute a registration rights agreement, a form of which is available upon request from the Subscription Agent.

I acknowledge that by executing this Rights Exercise Form that the undersigned holder will be bound to pay for the New Class A Stock that it has subscribed for and that the undersigned holder may be liable to CCI to the extent of any nonpayment.

Date: _____, 2009

Undersigned Holder: _____

(Print or Type)

Federal Tax I.D. No.: _____

(Optional)

Signature: _____

Name of Person Signing: _____

Title: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax: _____

E-Mail: _____

**PLEASE RETURN THIS RIGHTS EXERCISE FORM TO THE SUBSCRIPTION AGENT,
[FINANCIAL BALLOTING GROUP LLC, 757 THIRD AVE., 3RD FLOOR, NEW YORK, NY
10017 [INSERT EMAIL ADDRESS]], SO THAT IT IS RECEIVED BY THE EXPIRATION DATE**

CHARTER COMMUNICATIONS, INC.

VALUE CREATION PLAN

1. Effective Date. This Value Creation Plan (the “Plan”) of Charter Communications, Inc. (the “Company”) is effective as of January 9, 2009 (the “Effective Date”), and shall remain in effect until the payment of all benefits earned and payable hereunder.
2. General. The Plan shall consist of two components, the Restructuring Value Program (the “RVP”) and the Cash Incentive Program (the “CIP”). Each Participant (as defined below) shall participate in both components of the Plan. The compensation provided under the Plan is intended to be in addition to all other compensation payable to Participants under any employment agreement in effect with the Company or its direct or indirect subsidiaries.
3. Participants Covered. Each person listed on Exhibit A shall become a participant in the Plan as of the Effective Date (each such person, a “Participant”). The Board of Directors of the Company (the “Board”) may elect to add additional participants in the Plan after the Effective Date and such individuals shall be considered to be Participants as of the date specified by the Board.
4. The Restructuring Value Program. The RVP component of the Plan provides a one-time cash incentive payment to Participants to motivate and reward them for achieving specified cash management goals in connection with the Company’s financial restructuring.
 - a. Bonus Amounts. Exhibit A sets forth the “RVP Target Bonus” for each Participant under the RVP component of the Plan. The actual amount payable under the RVP component of the Plan to a Participant (the “RVP Bonus”) shall be the Participant’s RVP Target Bonus unless otherwise determined in writing by the Chief Executive Officer of the Company (the “CEO”) at any time prior to the Vesting Date (as defined below). Notwithstanding anything to the contrary contained herein, the CEO may decrease (including to zero) any Participant’s RVP Target Bonus or RVP Bonus at any time prior to the Vesting Date. Any such reduction shall be used to increase the amounts otherwise payable under the RVP component of the Plan to one or more other Participants, as selected by the CEO, it being understood that the CEO may not increase his own RVP Target Bonus or RVP Bonus without the consent of both (i) the Board and (ii) if prior to the Qualified Emergence Date, the Committee. Notwithstanding anything in the Plan to the contrary, the aggregate amount of the RVP Bonuses payable under the Plan shall not exceed the amount listed as “Total” under the RVP Target Bonus column on Exhibit A, as of the date hereof.
 - b. Vesting. A Participant shall vest in the right to receive the RVP Bonus on the earliest to occur of (i) the occurrence of the Qualified Emergence Date, (ii) the occurrence of a Change in Control, (iii) the date of the Participant’s termination of employment with the Company and its direct and indirect subsidiaries due to death or disability or (iv) the termination of the Participant’s employment with the Company and its direct and indirect subsidiaries by the Company for a reason other than Cause or by the Participant for Good Reason, in each case, after the effective date of the Company’s Chapter 11 plan of reorganization (the “Emergence Date”) (the first such date to occur, the “Vesting Date”). Notwithstanding the foregoing, a Participant shall forfeit any right to the RVP Bonus if, prior to the Emergence Date, the Participant’s employment with the Company and its direct and indirect subsidiaries is terminated for any reason other than death or

disability or if, on or after the Emergence Date and prior to a Change in Control or Qualified Emergence Date, the Participant's employment with the Company and its direct and indirect subsidiaries is terminated other than as a result of a Qualifying Termination.

c. Payment of RVP Bonus. The Company shall pay each Participant who has vested in the right to receive an RVP Bonus pursuant to Section 4.b. an amount equal to 100% of the Participant's RVP Bonus in a cash lump sum within 15 days following the applicable Vesting Date for each such Participant. Notwithstanding the foregoing, as a condition to the receipt of any RVP Bonus, the Participant shall be required to execute and deliver to the Company within 15 days following the applicable Vesting Date, an agreement in a form reasonably satisfactory to the Company that releases all claims related to the calculation and payment of the RVP Bonus. The Company shall be required to deliver such release to the Participant within 10 days following the applicable Vesting Date.

5. The Cash Incentive Program. The CIP component of the Plan provides for the payment of cash incentive payments to Participants for the achievement of individual performance goals in each of the three Fiscal Periods following the Emergence Date.

a. Target Bonus Amounts. Exhibit A sets forth the "CIP Target Bonus" for each Participant under the CIP component of the Plan for each Fiscal Period. Notwithstanding anything the contrary contained herein, the CEO may decrease (including to zero) any Participant's CIP Target Bonus at any time prior to a Vesting Date (to be defined by substituting "Emergence Date" for "Qualified Emergence Date"). Any such reduction shall be used to increase the CIP Target Bonuses of one or more other Participants, as selected by the CEO, it being understood that the CEO may not increase his own CIP Target Bonus without the consent of the Board and, prior to the Qualified Emergence Date, the Committee. In addition, a Participant's CIP Target Bonus shall be adjusted in accordance with Section 5.b.

b. Performance Goals. For each Fiscal Period, the CEO shall establish objective and reasonably attainable individual performance goals subject to the good faith approval by the Board (it being understood that such performance goals for the CEO shall be mutually agreed upon in good faith by the Board and the CEO and shall be reasonably consistent with the performance goals established for other executive officers) (the "Performance Goals") within 30 days following the Emergence Date. Each Participant who is employed by the Company or its direct or indirect subsidiaries on the last day of such Fiscal Period shall earn an amount (the "CIP Bonus") equal to the Participant's CIP Target Bonus multiplied by the degree to which the Performance Goals were achieved, as determined by the CEO, subject to the good faith review and approval by the Board. In no event may a Participant earn more than 100% of the Participant's CIP Target Bonus.

c. Payment of CIP Bonus. The Company shall pay each Participant who has earned a CIP Bonus in accordance with Section 5.b. a cash lump sum in an amount equal to 100% of such CIP Bonus no later than 15 days after the end of the applicable Fiscal Period. Notwithstanding the foregoing, a Participant shall earn and be paid in a cash lump sum an amount equal to such Participant's aggregate CIP Target Bonuses reduced by the aggregate amount previously paid to such Participant under this CIP component of the Plan within 15 days of the first to occur of (i) a Change in Control or (ii) the date of the Participant's Qualifying Termination that

occurs after the Emergence Date. A Participant shall immediately forfeit any right to receive any CIP Bonus if, prior to the date on which such CIP Bonus is earned hereunder, (A) the Participant's employment with the Company and its direct and indirect subsidiaries is terminated for a reason other than a Qualifying Termination, or (B) the Participant's employment is terminated for any reason prior to the Emergence Date. Notwithstanding the foregoing, as a condition to the receipt of any CIP Bonus, the Participant shall be required to execute and deliver to the Company within 15 days following the date the Participant's right to receive such CIP Bonus vests hereunder, an agreement in a form reasonably satisfactory to the Company that releases all claims related to the calculation and payment of the CIP Bonus. The Company shall be required to deliver such release to the Participant within 10 days following the date the Participant's right to receive such CIP Bonus vests hereunder.

6. Section 409A. To the extent necessary to avoid imposition on the Executive of a penalty tax pursuant to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any distribution payable as a result of a Participant's termination of employment shall be deferred for six months and one day after such termination. Each payment hereunder shall be considered to be a separate payment for purposes of Section 409A of the Code.

7. Definitions.

a. "Cause" shall have the meaning set forth in any currently effective employment agreement by and between the Participant and the Company or any of its direct or indirect subsidiaries or, if there is no such contract or the term "Cause" (or any similar term) is not defined therein, "Cause" shall have the meaning set forth in the Company's 2001 Stock Incentive Plan.

b. "Change in Control" shall mean the occurrence of any of the following events:

- (i) an acquisition of any voting securities of the Company by any "Person" or "Group" (as those terms are used for purposes of Section 13(d) or 14(d) of the Exchange Act of 1934, amended (the "Exchange Act")), immediately after which such Person has "Beneficial Ownership" (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of thirty-five percent (35%) or more of the combined voting power of the Company's then outstanding voting securities; provided, however, that voting securities which are acquired in a "Non-Control Transaction" (as hereinafter defined) assuming that the acquisition of voting securities for this purpose qualifies as Merger (as hereinafter defined) shall not constitute a Change in Control; and provided further that an acquisition of Beneficial Ownership of less than fifty percent (50%) of the Company's then outstanding voting securities by any Equity Backstop Party (as defined in the Joint Plan) or the Allen Entities (as defined in the Joint Plan) shall not be considered to be a Change in Control under this clause (i);
- (ii) the individuals who, as of immediately after the Emergence Date, are members of the Board (the "Incumbent Board"), cease for any reason to

constitute a majority of the Board; provided, however, that if the election, or nomination for election by the Company's common stockholders, of any new director (excluding any director whose nomination or election to the Board is the result of any actual or threatened proxy contest or settlement thereof) was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of this Plan, be considered as a member of the Incumbent Board;

- (iii) the consummation of a merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued (a "Merger"), unless such Merger is a Non-Control Transaction. A "Non-Control Transaction" shall mean a Merger where: (1) the stockholders of the Company, immediately before such Merger own directly or indirectly immediately following such Merger more than fifty percent (50%) of the combined voting power of the outstanding voting securities of the entity resulting from such Merger or its controlling parent entity (the "Surviving Entity"), (2) the individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such Merger constitute at least a majority of the members of the board of directors (or similar governing body) of the Surviving Entity, and (3) no Person other (X) than the Company, its subsidiaries or affiliates or any of their respective employee benefit plans (or any trust forming a part thereof) that, immediately prior to such Merger was maintained by the Company or any subsidiary or affiliate of the Company, or (Y) any Person who, immediately prior to such Merger had Beneficial Ownership of thirty-five percent (35%) or more of the then outstanding voting securities of the Company, has Beneficial Ownership of thirty-five percent (35%) or more of the combined voting power of the outstanding voting securities or common stock of the Surviving Entity; provided that this clause (Y) shall not trigger a Change in Control solely because, after such Merger, any Equity Backstop Party or any Allen Entity has Beneficial Ownership of more than thirty-five percent (35%) but less than fifty percent (50%) of the combined voting power of the outstanding voting securities or common stock of the Surviving Entity;
- (iv) complete liquidation or dissolution of the Company (other than where assets of the Company are transferred to or remain with subsidiaries of the Company); or
- (v) the sale or other disposition of all or substantially all of the assets of the Company and its direct and indirect subsidiaries on a consolidated basis, directly or indirectly, to any Person (other than a transfer to a subsidiary or affiliate of the Company unless, such sale or disposition constitutes a Non-Control Transaction with the disposition of assets being regarded as a Merger for this purpose or the distribution to the Company's stockholders of the stock of a subsidiary or affiliate of the Company or any other assets).

Notwithstanding the foregoing a Change in Control shall not occur solely based on a filing of a Chapter 11 reorganization proceeding of the Company or the implementation of the Joint Plan.

c. “Committee” mean the members of the unofficial committee of bondholders who hold certain outstanding bonds of Charter affiliates CCH I, LLC and CCH II, LLC as more fully set forth in the term sheet filed as Exhibit 10.3 to the Current Report on Form 8-K filed by Charter on February 13, 2009.

d. “Fiscal Period” means each of the three consecutive 12-month periods commencing upon the Emergence Date.

e. “Good Reason” shall have the meaning set forth in any currently effective employment agreement by and between the Participant and the Company or any of its direct or indirect subsidiaries or, if there is no such contract or the term “Good Reason” (or any similar term) is not defined therein, “Good Reason” shall have the meaning set forth in the Company’s 2001 Stock Incentive Plan; provided that “Good Reason” shall not be deemed to exist (i) solely by reason of the filing of a Chapter 11 reorganization proceeding by the Company or the implementation of the plan of reorganization, including the Joint Plan, (ii) due to failure to grant equity-based compensation to a Participant during the pendency of such a proceeding or (iii) due to any termination of employment by the Company or its subsidiaries for Cause.

f. “Joint Plan” means the joint plan of reorganization of the Company, certain of its direct and indirect subsidiaries and Charter Investment, Inc., that is consistent in all material respects with the plan of reorganization under consideration by the Committee and the Company on March 12, 2009, as summarized in the most recent draft Joint Plan of Reorganization circulated by the Company prior to such date.

g. “Qualified Emergence Date” means the Emergence Date; provided that if the Company’s Chapter 11 plan of reorganization is the Joint Plan, “Qualified Emergence Date” shall mean the date on which all or any portion of the Commitment Fees (as defined in the Joint Plan) are first payable.

h. “Qualifying Termination” means the Participant’s termination of employment with the Company and its direct and indirect subsidiaries (i) due to the Participant’s death or disability, (ii) by the Company or its direct or indirect subsidiaries for a reason other than Cause or (iii) by the Participant for Good Reason.

8. Miscellaneous.

a. Withholding. Any amounts payable hereunder shall be reduced by all required withholdings for state, federal and local employment, income, payroll or other taxes.

b. No Right to Continued Employment. Nothing contained in this Agreement shall be construed as a guarantee or right of any Participant to be continued as an employee of the Company or its subsidiaries or as a limitation of the right of the Company or its subsidiaries to terminate the employment of the Participant for any or no reason.

c. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Missouri without giving effect to the conflict of law principles thereof.

d. Dispute Resolution. Each of the parties agrees that any dispute between the parties regarding this Agreement shall be resolved only in the courts of the State of Missouri sitting in the City or County of St. Louis or the United States District Court for the Eastern District of Missouri and the appellate courts having jurisdiction of appeals in such courts. Without limiting the generality of the foregoing, each of the parties hereto irrevocably and unconditionally (a) submits for himself or itself in any proceeding relating to this Agreement, or for the recognition and enforcement of any judgment in respect thereof (a “Proceeding”), to the exclusive jurisdiction of the courts of the State of Missouri sitting in the City or County of St. Louis, the court of the United States of America for the Eastern District of Missouri, and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Proceeding shall be heard and determined in such courts; (b) consents that any such Proceeding may and shall be brought in such courts and waives any objection that he or it may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and (c) waives all right to trial by jury in any Proceeding (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

e. Notice. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given (i) when personally delivered to the recipient (provided a written acknowledgement of receipt is obtained), (ii) one (1) business day after being sent by a nationally recognized overnight courier (provided that a written acknowledgement of receipt is obtained by the overnight courier) or (iii) four (4) business days after mailing by certified or registered mail, postage prepaid, return receipt requested, to the party concerned at the address indicated below (or such other address as the recipient shall specify by ten (10) days’ advance written notice given in accordance with this Section 8(e)):

To the Company:

Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, MO 63131

To the Participant: The last address shown in the Company’s records.

f. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns. The term “Company” as used herein shall include such successors and assigns.

g. Spendthrift Clause. No benefit, distribution or payment under the Plan may be anticipated, assigned (either at law or in equity), alienated or subject to attachment, garnishment, levy, execution or other legal or equitable process whether pursuant to a “qualified domestic relations order” as defined in Section 414(p) of the Code or otherwise.

h. Beneficiary Designation. A Participant may from time to time designate, in the manner specified by the Company, a beneficiary to receive payment pursuant to Section 6 in the event of his death. In the event that there is no properly designated beneficiary living at the time of a Participant's death, his benefit hereunder shall be paid to his estate.

i. Amendment. The Board may, with the consent of both (i) the CEO and (ii) if prior to the Qualified Emergence Date, the Committee, amend this Plan from time to time; provided that any amendment that adversely affects a Participant may be adopted only with the written consent of such Participant. The Company shall modify Exhibit A from time to time to appropriately reflect changes thereto.

IN WITNESS WHEREOF, the Company has caused this Plan to be adopted as of the Effective Date.

**List of Charter Communications Operating, LLC and its
Direct and Indirect Subsidiary Debtors**

Charter Communications Operating, LLC; Ausable Cable TV, Inc.; Hometown TV, Inc.; Plattsburgh Cablevision, Inc.; Charter Communications Entertainment I, LLC; Falcon First Cable of New York, Inc.; American Cable Entertainment Company, LLC; Athens Cablevision, Inc.; Cable Equities Colorado, LLC; Cable Equities of Colorado Management Corp.; CC 10, LLC; CC Fiberlink, LLC; CC Michigan, LLC; CC Systems, LLC; CC V Holdings, LLC; CC VI Fiberlink, LLC; CC VI Operating, LLC; CC VII Fiberlink, LLC; CC VIII Fiberlink, LLC; CC VIII Holdings, LLC; CC VIII Leasing of Wisconsin, LLC; CC VIII Operating, LLC; CC VIII, LLC; CCO Fiberlink, LLC; CCO NR Holdings, LLC; CCO Purchasing, LLC; Charter Advertising of Saint Louis, LLC; Charter Cable Leasing of Wisconsin, LLC; Charter Cable Operating Company, L.L.C.; Charter Cable Partners, L.L.C.; Charter Communications Entertainment, LLC; Charter Communications Entertainment I, DST; Charter Communications Entertainment II, LLC; Charter Communications Operating Capital Corp.; Charter Communications Properties LLC; Charter Communications V, LLC; Charter Communications Ventures, LLC; Charter Communications VI, LLC; Charter Communications VII, LLC; Charter Communications, LLC; Charter Distribution, LLC; Charter Fiberlink – Alabama, LLC; Charter Fiberlink AR-CCVII, LLC; Charter Fiberlink AZ-CCVII, LLC; Charter Fiberlink CA-CCO, LLC; Charter Fiberlink CA-CCVII, LLC; Charter Fiberlink CC VIII, LLC; Charter Fiberlink CCO, LLC; Charter Fiberlink CT-CCO, LLC; Charter Fiberlink – Georgia, LLC; Charter Fiberlink ID-CCVII, LLC; Charter Fiberlink – Illinois, LLC; Charter Fiberlink IN-CCO, LLC; Charter Fiberlink KS-CCO, LLC; Charter Fiberlink LA-CCO, LLC; Charter Fiberlink MA-CCO, LLC; Charter Fiberlink – Michigan, LLC; Charter Fiberlink – Missouri, LLC; Charter Fiberlink MS-CCVI, LLC; Charter Fiberlink NC-CCO, LLC; Charter Fiberlink NC-CCVII, LLC; Charter Fiberlink – Nebraska, LLC; Charter Fiberlink NH-CCO, LLC; Charter Fiberlink NM-CCO, LLC; Charter Fiberlink NV-CCVII, LLC; Charter Fiberlink NY-CCO, LLC; Charter Fiberlink NY-CCVII, LLC; Charter Fiberlink OH-CCO, LLC; Charter Fiberlink OK-CCVII, LLC; Charter Fiberlink OR-CCVII, LLC; Charter Fiberlink SC-CCO, LLC; Charter Fiberlink SC-CCVII, LLC; Charter Fiberlink – Tennessee, LLC; Charter Fiberlink TX-CCO, LLC; Charter Fiberlink UT-CCVII, LLC; Charter Fiberlink VA-CCO, LLC; Charter Fiberlink VT-CCO, LLC; Charter Fiberlink WA-CCVII, LLC; Charter Fiberlink – Wisconsin, LLC; Charter Fiberlink WV-CCO, LLC; Charter Fiberlink, LLC; Charter Helicon, LLC; Charter RMG, LLC; Charter Stores FCN, LLC; Charter Video Electronics, Inc.; Dalton Cablevision, Inc.; Falcon Cable Communications, LLC; Falcon Cable Media, a California Limited Partnership; Falcon Cable Systems Company II, L.P.; Falcon Cablevision, a California Limited Partnership; Falcon Community Cable, L.P.; Falcon Community Ventures I, LP; Falcon First Cable of the Southeast, Inc.; Falcon First, Inc.; Falcon Telecable, a California Limited Partnership; Falcon Video Communications, L.P.; Helicon Partners I, L.P.; HPI Acquisition Co., L.L.C.; Interlink Communications Partners, LLC; Long Beach, LLC; Marcus Cable Associates, L.L.C.; Marcus Cable of Alabama, L.L.C.; Marcus Cable, Inc.; Midwest Cable Communications, Inc.; Peachtree Cable TV, L.P.; Peachtree Cable T.V., LLC; Renaissance Media LLC; Rifkin Acquisition Partners, LLC; Robin Media Group, Inc.; Scottsboro TV Cable, Inc.; Tennessee, LLC; The Helicon Group, L.P.; Tioga Cable Company, Inc.; and Vista Broadband Communications, LLC.

Charter Communications, Inc. (“CCI”) Transaction Mechanics

Prior to the Chapter 11 effective date (the “Effective Date”) for CCI, creditors of Charter Communications Holding Company, L.L.C. and its various disregarded subsidiaries (collectively, the “Partnership”) that are participating in the proposed Rights Offering will transfer their cash to an escrow account, pending completion of the Transaction. These participating creditors are expected to be the beneficial owner of the escrow account.

Pursuant to the Bankruptcy Court Confirmation Order, the following six steps will occur simultaneously on the Effective Date before the start of business:

1. All debt of the Partnership that is being cancelled for no consideration will be cancelled.
2. That portion of the debt of the Partnership or CCI that is being exchanged for cash or for equity of CCI will be transferred by the creditors holding such debt to CCI, in exchange for the cash or the right to receive stock of CCI.
3. Any debt of the Partnership that is being exchanged for new debt of the Partnership will be exchanged.
4. Any debt of CCI or the Partnership that is not being cancelled, surrendered or exchanged will be reinstated as planned.
5. The cash in the escrow account that was received from the Rights Offering will be distributed to CCI, which will then transfer the cash to creditors in payment of their indebtedness.
6. The debt of the Partnership now owned by CCI pursuant to the previous five steps will be contributed to the Partnership and will be cancelled. This will result in CCI increasing its ownership interest in the Partnership and a significant dilution of Paul G. Allen’s ownership interest in the Partnership.

TO COME

Schedule of Rejected Executory Contracts and Unexpired Leases

Contract ID	Rejecting Debtor Entity	Counterparty Name and Address	Agreement Description	Dated
CA 0207	Charter Communications Operating, LLC	CIP Real Estate Property Services ITF Gateway Pointe MacArthur Blvd, Suite 300 Irvine, CA 19762	Commercial Lease	12/7/2006
CA 0212	Charter Communications Properties, LLC	PS Business Parks, LP 4200 N. Freeway Blvd, Suite 1A, Sacramento, CA 95834	Commercial Lease	8/16/2007
MO 0198	Charter Communications Entertainment I, LLC	Stifel Bank & Trust 955 Executive Parkway, Suite 216 St. Louis, MO 63141	Commercial Lease	5/29/2008
LA 0086	Charter Communications Operating LLC	Equity One 1600 NE Miami Gardens Drive, North Miami Beach, FL 33179	Commercial Lease	12/30/2008
TN 0170	Charter Communications, LLC	Wolfe Realty Investors, LLC 3021 Highway 45 By Pass, Suite 101 Jackson, TN 38305	Commercial Lease	12/6/2007